



*U.S. Department of Energy*

*National Energy Technology Laboratory*



December 21, 2000

Program Research and Development Announcement (PRDA) No. DE-RA26-01NT40981 for "Decontamination/Destruction Technology Demonstration for Organics in Transuranic Waste."

Prospective Offerors:

The purpose of this Executive Summary Letter is to highlight salient elements of the PRDA. This letter is not an integral part of the PRDA which is a self-contained document. In the event of any conflict between the contents of this Executive Summary Letter and that of the PRDA, the PRDA language will prevail.

The National Energy Technology Laboratory (NETL) is soliciting for offers to demonstrate technologies for the decontamination and/or destruction for organics in transuranic, plutonium-238 contaminated, heterogeneous waste. These include oxidation, reduction, or decontamination technologies to treat the waste stream. Incineration technologies are specifically excluded. The Government requirements are detailed in the Statement of Program Objectives contained in Section J, Attachment A.

Each offer will be objectively reviewed on its own merit against the evaluation criteria stated in the PRDA using technical, scientific and/or peer reviewers, some of whom may be non-Governmental personnel. Should an offeror object to review of their proposals by individuals other than Government employees it shall so state in Volume I of its proposal. Offerors are, however, cautioned that the DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

Individuals, corporations, nonprofit organizations, small and small disadvantaged businesses, educational institutions, and state or local governments or other entities who wish to have a proposal evaluated should respond to the requirements of this PRDA.

Proposals submitted by, or substantially relying upon the technical expertise of, (1) another Federal agency; (2) a Federally Funded Research and Development Center (FFRDC) sponsored by a Federal agency; or (3) a Department of Energy (DOE) Management and Operating (M&O) contractor are not desired, will not be evaluated, and will not be eligible for an award under this solicitation. Offerors are encouraged to maximize the use of private sector organizations in the performance of the proposed effort. However, a proposal that includes performance by a Federally Funded Research and

Development Center or DOE M&O contractor may be considered for award, provided that: (1) the proposed use of any such entities is specifically authorized by the cognizant agency for the FFRDC or the Department of Energy for the M&O contractor in accordance with the procedures established for the FFRDC or the M&O contractor; (2) the proposed work is not otherwise available from the private sector; and (3) the estimated aggregate cost of the FFRDC or M&O contractor(s) work does not exceed 25 percent of the total estimated project cost. DOE reserves the right to fund the work through a DOE field work proposal or an interagency agreement. For specific information, your attention is directed to Provision L-4 of this solicitation entitled "Participation by Federally-Funded Research and Development Centers (FFRDC) And Department of Energy (DOE) Management and Operating (M&O) Contractors."

The DOE anticipates award of a multiple number (2 or more) Cost Reimbursement (cost-sharing is preferred but not required); but the DOE reserves the right to award the contract type and number deemed in its best interest.

It is anticipated that this effort would be completed (Phases I and II) within an estimated period of performance of about 36 months. The estimated cost range for this contract is between \$200,000 to \$500,000. However, this does not preclude consideration of longer or shorter projects at higher or lower costs.

The Government does not anticipate providing any facilities or property for accomplishing this effort. Offerors are encouraged to propose utilization of existing facilities and to make allowances for providing all necessary personnel, facilities, equipment, and materials to complete proposed projects.

Proposals must be submitted in accordance with the requirements of the PRDA (See Part IV, Section L). Offerors are also advised to give particular attention to the evaluation criteria identified in Part V, Section M. Each of the required proposal parts should be bound separately and clearly labeled. The proposals must be received by the Contract Specialist not later than 4:00 p.m. local prevailing time on January 30, 2001, at the address below:

U.S. Department of Energy  
National Energy Technology Laboratory  
ATTN: James W. Huemrich  
P. O. Box 10940  
Mail Stop 921-107  
Pittsburgh, PA 15236-0940

**OR FOR HAND DELIVERED**

626 Cochran's Mill Road  
Building 921, Room 164  
Pittsburgh, PA 15236-0940

Proposals must authorize a period for acceptance by the Government of not less than one hundred eighty (180) calendar days from the date specified for receipt of proposals. Further, you are cautioned that late proposals, modifications, and withdrawals will be treated in accordance with the article in Section L entitled "Instructions to Offerors - Competitive Acquisition."

Please complete and return the enclosed Intention to Propose form at the earliest practicable date. The Intention to Propose form is contained herein in Part IV, Section J, Attachment G.

All requests for explanation or interpretation of any part of the PRDA shall be submitted in writing to the Contract Specialist at the aforementioned address. Questions must be received by the Contract Specialist via E-mail or in writing within 15 calendar days after the issuance of the solicitation to allow sufficient time for a reply to reach all prospective offerors before the submission of their offer. The Government reserves the right not to respond to questions submitted after this period, nor to respond to questions submitted by telephone or in person at any time. If the Government elects to answer the questions, the questions will be answered via an amendment to the solicitation, with copies of both questions and answers included in the amendment, without reference to the originating sources. All amendments will be posted on the NETL Homepage at

**“<http://www.NETL.doe.gov/business/solicit/>”;**

therefore, offerors are encouraged to periodically check the NETL Homepage to ascertain the status of any amendments as hard copies will not be distributed.

For your information, it is recommended that all prospective offerors download a copy of the DOE “Lobbying Brochure” (<http://www.pr.doe.gov/lobbying.html>) which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal contractors and recipients.

Please note that an automated document writing system has been used to prepare this document. Each provision in the data base has been assigned a number. Not all of the provisions in the data base have been used in this document; therefore, the numbering may not be continuous.

All communications concerning this PRDA should cite the PRDA number and be directed in writing to the attention of the Contract Specialist via mail at the Pittsburgh letterhead address, via fax at (412) 386-6137, or via E-mail at [huemmrhc@netl.doe.gov](mailto:huemmrhc@netl.doe.gov).

Sincerely,

***Original Signed By***

Raymond D. Johnson  
Contracting Officer  
Acquisition and Assistance Division

Enclosure:

Program Research and Development Announcement (PRDA)

<b>SOLICITATION, OFFER AND AWARD</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) ▶		RATING		PAGE OF PAGES 1      123	
2. CONTRACT NO.		3. SOLICITATION NO. DE-RA26-01NT40981		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED (RRDA)		5. DATE ISSUED DECEMBER 21, 2000	
7. ISSUED BY U.S. Department of Energy National Energy Technology Center P.O. Box 10940, MS 921-107 626 Cochran Mill Road Pittsburgh, PA 15236-0940				8. ADDRESS OFFER TO (If other than Item 7)			

NOTE: In sealed bid solicitations, "offer" and "offeror" mean "bid" and "bidder."

**SOLICITATION**

9. Sealed offers in original and [ **See Provision L.19** ] copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in **the National Energy Technology Laboratory Building 921, Room 164** until **4:00 pm** local time **January 30, 2001**.  
(Hour) (Date)

CAUTION — LATE Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

10. FOR INFORMATION CALL: ▶		A. NAME JAMES W. HUEMMRICH		B. TELEPHONE NO. (NO COLLECT CALLS) AREA CODE      NUMBER      EXT. 412      386-6597		C. E-MAIL ADDRESS huemmric@netl.doe.gov	
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PART I — THE SCHEDULE				PART II — CONTRACT CLAUSES			
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**OFFER (Must be fully completed by offeror)**

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52.232-8) ▶	10 CALENDAR DAYS	%	20 CALENDAR DAYS	%	30 CALENDAR DAYS	%	CALENDAR DAYS	%
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14. ACKNOWLEDGMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated:	AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	

15A. NAME AND ADDRESS OF OFFEROR		CODE	FACILITY	16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE — ENTER SUCH ADDRESS IN SCHEDULE		17. SIGNATURE		18. OFFER DATE	
AREA CODE	NUMBER	EXT.					

**AWARD (To be completed by Government)**

19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION			
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETI-				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified) ▶		ITEM	
24. ADMINISTERED BY (If other than Item 7)		CODE		25. PAYMENT WILL BE MADE BY		CODE	
<input type="checkbox"/> 10 U.S.C. 2304(c) (      ) <input type="checkbox"/> 41 U.S.C. 253(c) (      )				27. UNITED STATES OF AMERICA		28. AWARD DATE	
				(Signature of Contracting Officer)			

IMPORTANT — Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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## **SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**

### **B.1 ITEMS BEING ACQUIRED (SOW W/DECISION POINT - PHASES) (SEP 2000-R)**

The Contractor shall furnish required personnel, facilities, equipment, material, supplies, and services (except as may be expressly set forth in this contract as furnished by the Government) and otherwise do all things necessary for, or incident to, the performance of the following items of work [shown in the Statement of Work (Decontamination/Destruction Technology Demonstration for Organics in Transuranic Waste)]:

#### **B.1.1 PHASE I (BASIC PROGRAM):**

##### **B.1.1.1 ITEMS BEING ACQUIRED:**

Item 1 - Research entitled "Proof of Principle Cold Demonstration (for all technologies)," in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 2 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 1 above.  
(Not separately priced - included in price of Item 1)

#### **\*\* IF COST REIMBURSEMENT (NOT COST SHARING):**

##### **B.1.1.2. ESTIMATED COST**

The total estimated cost for contract items acquired under Phase I is \$ TBD. No fee shall be paid to the contractor under this contract.

#### **\*\* IF COST REIMBURSEMENT (COST SHARING):**

##### **B.1.1.2 COST SHARING ARRANGEMENT**

The Contractor and the Government agree to share the cost of the effort for Phase I under this contract as follows:

Government:	\$ TBD	TBD %
<u>Contractor:</u>	<u>\$ TBD</u>	<u>TBD %</u>
Total:	\$ TBD	TBD %

**NOTICE: NO WORK UNDER THIS CONTRACT SHALL BE AUTHORIZED BEYOND THE BASIC PROGRAM (PHASE I - BASIC PROGRAM) WITHOUT THE SPECIFIC WRITTEN DIRECTION OF THE CONTRACTING OFFICER (Ref. Articles B.8, B.9, H.31, and H.33)**

**B.1.2     OPTION FOR PHASE II:**

**B.1.2.1     ITEMS BEING ACQUIRED:**

Item 3 - Research entitled "Proof of Principle Actual Waste Demonstration (for decontamination technologies)," in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 4 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 3 above.  
(Not separately priced - included in price of Item 3)

**\*\* IF COST REIMBURSEMENT (NOT COST SHARING):**

**B.1.2.2.     ESTIMATED COST**

The total estimated cost for the contract items acquired under Phase II is \$ TBD. No fee shall be paid to the contractor under this contract.

**\*\* IF COST REIMBURSEMENT (COST SHARING):**

**B.1.2.2     COST SHARING ARRANGEMENT**

The Contractor and the Governemnt agree to share the cost of the effort for Phase II under this contract as follows:

Government:	\$ TBD	TBD %
<u>Contractor:</u>	<u>\$ TBD</u>	<u>TBD %</u>
Total:	\$ TBD	TBD %

**NOTICE: NO WORK UNDER THIS CONTRACT SHALL BE AUTHORIZED BEYOND THE PHASE I (or Phase II if this option has been exercised) WITHOUT THE SPECIFIC WRITTEN DIRECTION (e.g. issuance of a contract modification) OF THE CONTRACTING OFFICER AS DELINEATED IN ARTICLES B.8, AND H.31.**

**B.1.3     PHASE III:**

**B.1.3.1     ITEMS BEING ACQUIRED:**

Item 5 - Research entitled "1/5<sup>th</sup> or Larger Scale Cold Demonstration (future option)," in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 6 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 5 above.  
(Not separately priced - included in price of Item 5)

**\*\* IF COST REIMBURSEMENT (NOT COST SHARING):**

**B.1.3.2.     ESTIMATED COST**

The total estimated cost for the contract items acquired under Phase III is \$ TBD. No fee shall be paid to the contractor under this contract.

**\*\* IF COST REIMBURSEMENT (COST SHARING):**

**B.1.3.2     COST SHARING ARRANGEMENT**

The Contractor and the Government agree to share the cost of the effort for Phase III under this contract as follows:

Government:	\$ TBD	TBD %
<u>Contractor:</u>	<u>\$ TBD</u>	<u>TBD %</u>
Total:	\$ TBD	TBD %

**NOTICE:     NO WORK UNDER THIS CONTRACT SHALL BE AUTHORIZED BEYOND THE PHASE III WITHOUT THE SPECIFIC WRITTEN DIRECTION (e.g. issuance of a contract modification) OF THE CONTRACTING OFFICER AS DELINEATED IN ARTICLES B.8 AND H.31.**

**B.1.4     PHASE IV:**

**B.1.4.1     ITEMS BEING ACQUIRED:**

Item 7 - Research entitled "1/5<sup>th</sup> or Larger Scale Qualification and Actual Waste Treatment (future option)," in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 8 - Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 7 above.

(Not separately priced - included in price of Item 7)

**\*\* IF COST REIMBURSEMENT (NOT COST SHARING):**

**B.1.4.2.     ESTIMATED COST**

The total estimated cost for the contract items acquired under Phase IV is \$ TBD. No fee shall be paid to the contractor under this contract.

**\*\* IF COST REIMBURSEMENT (COST SHARING):**

**B.1.4.2     COST SHARING ARRANGEMENT**

The Contractor and the Government agree to share the cost of the effort for Phase IV under this contract as follows:

Government:	\$ TBD	TBD %
<u>Contractor:</u>	<u>\$ TBD</u>	<u>TBD %</u>
Total:	\$ TBD	TBD %

**B.1.5     TOTAL CONTRACT [PHASE I PLUS “OTHERS” (if authorized)]:**

The Total Estimated Cost for Items 1, 2, (and any other authorized items) is:

**\*\* IF COST REIMBURSEMENT (NOT COST SHARING):**

**B.1.5.1     ESTIMATED COST**

The total estimated cost for the contract items acquired is \$ TBD. No fee shall be paid to the contractor under this contract.

**\*\* IF COST REIMBURSEMENT (COST SHARING):**

**B.1.5.1     COST SHARING ARRANGEMENT**

The Contractor and the Government agree to share the cost of the effort under this contract as follows:

Government:	\$ TBD	TBD %
<u>Contractor:</u>	<u>\$ TBD</u>	<u>TBD %</u>
Total:	\$ TBD	TBD %

**B.2.     ESTIMATED COST (NOV 1997)**

The total estimated cost for the contract items being acquired is \$ TBD. No fee shall be paid to the contractor under this contract.

### B.3 COST SHARING ARRANGEMENT (JAN 1999-R)

(a) Estimated Cost

The total estimated cost for the work to be accomplished under this contract is \$ TBD.

(b) Cost Sharing

The Contractor and the Government agree to share the cost of the effort under this contract as follows:

SHARE OF THE ACTUAL COST OF PERFORMANCE

PHASE I:

	<u>Dollar Share</u>	<u>Percent Share</u>
Government:	\$ TBD	TBD %
Contractor:	\$ TBD	TBD %
Total:	\$ TBD	TBD %

PHASE II:

	<u>Dollar Share</u>	<u>Percent Share</u>
Government:	\$ TBD	TBD %
Contractor:	\$ TBD	TBD %
Total:	\$ TBD	TBD %

PHASE III:

	<u>Dollar Share</u>	<u>Percent Share</u>
Government:	\$ TBD	TBD %
Contractor:	\$ TBD	TBD %
Total:	\$ TBD	TBD %

PHASE IV:

	<u>Dollar Share</u>	<u>Percent Share</u>
Government:	\$ TBD	TBD %
Contractor:	\$ TBD	TBD %
Total:	\$ TBD	TBD %

TOTAL CONTRACT:

	<u>Dollar Share</u>	<u>Percent Share</u>
Government:	\$ TBD	TBD %
Contractor:	\$ TBD	TBD %
Total:	\$ TBD	TBD %

The cost participation formula stipulated under this clause shall be applied to actual, allowable, allocable contract costs incurred as a whole rather than to any individual element of cost. The cost sharing ratio established in this contract will be applied to each and every invoice. In its vouchers and contract cost and/or financial reports, the Contractor shall separately identify: 1) the total allowable costs incurred; 2) the allowable costs incurred to be borne by the Government (dollars and percentages); and 3) the allowable costs to be borne by the Contractor (dollars and percentages).

(c) Government's Obligation

The Government's financial obligation is limited to \$[TBD] on account of performance of the contract as a whole, and is further limited to the amount of funds allocated to this contract at any given time in accordance with the Limitation of Cost or Funds clauses of the contract.

(d) Cost Overrun

The Government funding of cost overruns is subject to availability of funds and FAR 52.232-20 "Limitation of Cost." While it is the purpose of this contract to complete all work within the funds provided in the original or amended award amount, it is hereby agreed that the provision of any funds for the financing or reimbursement of any allowable and allocable cost overruns which may be incurred in the performance of this contract, shall be subject to cost sharing by the Government and Contractor in accordance with the respective percentages indicated above.

The Contractor shall not be obligated to continue performance under the contract (including actions under the termination clause) or otherwise to incur cost in excess of the estimated total cost unless and until the Contracting Officer shall have modified the contract to fund the Government's share.

**B.4 CONTRACTOR/THIRD PARTY IN-KIND CONTRIBUTIONS (SEPT 1998)**

The value of the in-kind contributions donated by the contractor and/or third party contributors is established in [ TBD ], below.

In-kind contributions (i.e., services, facility use, etc.) shall be identified on each invoice submitted by the contractor only for the period in which these donated services are actually utilized in performance of this project.

Maximum values are established in [ TBD ] below, for each in-kind contribution that will be donated toward this project. This maximum amount cannot be exceeded without prior written approval of the Contracting Officer.

The contractor shall be required to maintain the same accounting records and the Government shall have the same rights to audit all costs associated with these Contractor and/or third party in-kind contributions in this contract.

**B.5 VALUATION OF IN-KIND CONTRIBUTIONS (SEPT 1998)**

The contractor shall, as their in-kind contribution under this contract, provide and furnish the items below as necessary to perform the Statement of Work (Part III, Section J, Attachment A).

**NOTE - list applicable items and their respective dollar values, i.e. (a) services, (b) fringe benefits, etc.**

The total value placed on the above in-kind/third party contributions is \$ TBD.

The contractor shall furnish as in-kind contribution the actual cost of the items listed above, notwithstanding the estimated costs shown.

**B.6 LIMITATION OF FUNDS -- COST SHARING (JUNE 1998)**

Pursuant to FAR 52.232-22, "Limitation of Funds", total funds in the amount of \$[TBD] are obligated herewith and made available for payment of the Government share of allowable costs to be incurred from the effective date of this contract through the period estimated to end [ TBD ].

**B.7 LIMITATION OF FUNDS -- COST REIMBURSEMENT (JUNE 1998)**

Pursuant to FAR 52.232-22, "Limitation of Funds," total funds in the amount of \$[TBD ] are obligated herewith and made available for payment of allowable costs to be incurred from the effective date of this contract through the period estimated to end [ TBD ].

**B.8 MULTIPLE AWARDS -- PHASED ACQUISITIONS (JUNE 1998)**

The Government may elect to require the contractor to perform multiple phases as identified in the Statement of Work, Section J, Attachment A. In the event a determination is made to continue into a subsequent phase(s), the Contracting Officer will issue a bilateral contract modification. The total contract value will be increased by the amounts (subject to negotiation) delineated in this Section B for each phase. The period of performance shall be extended in accordance with Article F.1. If it is determined not to continue into a subsequent phase(s), the Contracting Officer will Notify the Contractor in writing.



## **B.9     OPTION**

The Government may elect to require the contractor to perform the option identified in the Statement of Work, Part III, Section J, Attachment A. The Contracting Officer may unilaterally issue a contract modification to exercise this option not later than thirty (30) calendar days before this contract is due to expire. The cost of this contract will be increased by the amounts identified in Section B for the option. The period of performance for the option shall be extended in accordance with Part I, Section F.

**SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

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## **SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

### **C.1 STATEMENT OF WORK (NOV 1997)**

The Statement of Work is located in Part III -- Section J, Attachment A to this contract.

### **C.2 ITEM DESCRIPTION**

#### **C.2.1 PHASE I:**

Item 1 ---- Research entitled "Proof of Principle Cold Demonstration (for all technologies)," (Phase I) in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 2 ---- Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 1 above.  
(Not separately priced --- included in price of Item 1 above.)

#### **C.2.2 PHASE II:**

Item 3 ---- Research entitled "Proof of Principle Actual Waste Demonstration (for decontamination technologies)," (Phase II) in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 4 ---- Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 3 above.  
(Not separately priced --- included in price of Item 3 above.)

#### **C.2.3 PHASE III:**

Item 5 ---- Research entitled "1/5th or Larger Scale Cold Demonstration (future option)," (Phase III) in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 6 ---- Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 5 above.  
(Not separately priced --- included in price of Item 5 above.)

#### **C.2.4 PHASE IV:**

Item 7 ---- Research entitled "1/5th or Larger Scale Qualification and Actual Waste Treatment (future option)," (Phase IV) in accordance with Part III, Section J, Attachment A, Statement of Work.

Item 8 ---- Reports as prescribed in accordance with Part III, Section J, Attachment B, "Reporting Requirements Checklist" associated with Item 7 above.  
(Not separately priced --- included in price of Item 7 above.)

#### **C.3 REPORTS (MAY 1998)**

Reports shall be prepared and submitted in accordance with the reporting requirements described in Part III -- Section J, Attachment B.

#### **C.4 RESULTS OF SCIENTIFIC AND TECHNICAL WORK SUPPORTED BY DOE**

The Contractor shall provide such items as scientific and technical reports, journal articles reprints, conference papers and proceedings, theses, translations, etc. which communicate the results of scientific and technical work supported by DOE, whether or not specifically identified in the contract. These results shall be submitted in accordance with the instructions in part III, Section J, Attachment B, Reporting Requirements.

**SECTION D - PACKAGING AND MARKING**

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## **SECTION D - PACKAGING AND MARKING**

### **D.1 PACKAGING (FEB 1999)**

Preservation, packaging, and packing for shipment or mailing of all work delivered hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rate(s).

Except for those reports required by the Reporting Requirements Checklist of the contract, which are coded by A (As required) where the urgency of receipt of the report by the Government necessitates the use of the most expeditious method of delivery, reports deliverable under this contract shall be mailed by other than first-class mail, unless the urgency of the deliverable sufficiently justifies the use of first-class mail. The Contractor shall not utilize certified or registered mail or private parcel delivery service for the distribution of reports under this contract without the advance approval of the Contracting Officer except for those reports coded A.

### **D.2 MARKING (JAN 1999)**

Each package, report or other deliverable shall be accompanied by a letter or other document which:

- (1) Identifies the contract by number under which the item is being delivered.
- (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
- (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.

For any package, report, or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

**SECTION E - INSPECTION AND ACCEPTANCE**

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## **SECTION E - INSPECTION AND ACCEPTANCE**

### **E.1 INSPECTION (NOV 1997)**

Inspection of all items under this contract shall be accomplished by the DOE Contracting Officer's Representative (COR), or any other duly authorized Government representative.

### **E.2 ACCEPTANCE (MAR 1999)**

Final acceptance of all work and effort under this contract (including "Reporting Requirements," if any) shall be accomplished by the Contracting Officer.

### **E.3 52.246-9 INSPECTION OF RESEARCH AND DEVELOPMENT (SHORT FORM). (APR 1984)**

The Government has the right to inspect and evaluate the work performed or being performed under the contract, and the premises where the work is being performed, at all reasonable times and in a manner that will not unduly delay the work. If the Government performs inspection or evaluation on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.



**SECTION F - DELIVERIES OR PERFORMANCE**

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## **SECTION F - DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE (NOV 1997-R)**

#### **F.1.1 PHASE I:**

The work to be performed under the Phase I (Reference Part I, Section, B) shall commence on the effective date of the contract and shall continue for [TBD] months. This includes time for submission of the draft final report, review of the draft by DOE, and submission of the approved final report by the contractor.

**NOTICE: The Contractor shall not proceed beyond Phase I without the specific written direction of the Contracting Officer (Reference Article B.1).**

#### **F.1.2 PHASE II:**

The work to be performed under the Phase II (Reference Part I, Section, B) shall commence upon the date specified in the specific written direction of the Contracting Officer (if provided) and shall continue for [TBD] months. This includes time for submission of the draft final report, review of the draft by DOE, and submission of the approved final report by the contractor.

**NOTICE: The Contractor shall not proceed beyond Phase II without the specific written direction of the Contracting Officer (Reference Article B.1).**

#### **F.1.3 PHASE III:**

The work to be performed under the Phase III (Reference Part I, Section, B) shall commence upon the date specified in the specific written direction of the Contracting Officer (if provided) and shall continue for [TBD] months. This includes time for submission of the draft final report, review of the draft by DOE, and submission of the approved final report by the contractor.

**NOTICE: The Contractor shall not proceed beyond Phase III without the specific written direction of the Contracting Officer (Reference Article B.1).**

#### **F.1.4 PHASE IV:**

The work to be performed under the Phase IV (Reference Part I, Section, B) shall commence upon the date specified in the specific written direction of the Contracting Officer (if provided) and shall continue for [TBD] months. This includes time for submission of the draft final report, review of the draft by DOE, and submission of the approved final report by the contractor.

**F.2 PRINCIPAL PLACE OF PERFORMANCE (FEB 1998)**

The principal place of performance under this contract shall be at the Contractor's facility located in:

[ ]  
[ ]  
[ ]

**F.3 52.242-15 STOP-WORK ORDER. (AUG 1989) -- ALTERNATE I (APR 1984)**

- (a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -
- (1) Cancel the stop-work order; or
  - (2) Terminate the work covered by the order as provided in the Default, or Termination clause of this contract.
- (b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule, the estimated cost, the fee, or a combination thereof, and in any other terms of the contract that may be affected, and the contract shall be modified, in writing, accordingly, if -
- (1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and
  - (2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

- (c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- (d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**SECTION G - CONTRACT ADMINISTRATION DATA**

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## **SECTION G - CONTRACT ADMINISTRATION DATA**

### **G.1 CORRESPONDENCE PROCEDURES (FEB 2000)**

To promote timely and effective administration, correspondence (except for invoices and reports) submitted under this contract shall be subject to the following procedures:

(a) **Technical Correspondence**

Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions, of this contract) shall be addressed to the DOE Contracting Officer's Representative, with an information copy of the correspondence to the DOE Contract Specialist.

(b) **Property Correspondence**

Property correspondence (as used herein, this term includes correspondence which addresses matters which relate to property issues which come under the contract's Government property provisions) shall be addressed to the DOE Property Administrator, with information copies of the correspondence to the DOE Contracting Officer's Representative and the DOE Contract Specialist.

(c) **Indirect Rate Correspondence**

All correspondence relating to the establishment, revision, and negotiation of billing and final indirect cost rates shall be addressed to the Contracting Officer for Indirect Cost Rate Management, with information copies of the correspondence to the DOE Contract Specialist.

(d) **Correspondence on Patent or Technical Data Issues**

Correspondence concerning patent or technical data issues shall be addressed to the Office of Intellectual Property Law, U.S. Department of Energy, Chicago Operations Office, 9800 South Cass Avenue, Building 201, Argonne, IL 60439.

Information copies of correspondence being sent to the Intellectual Property Law Division shall also be sent to the NETL Patent Attorney, the DOE Contract Specialist, and the Contracting Officer's Representative.

(e) Other Correspondence

All other correspondence shall be addressed to the DOE Contract Specialist with information copies of the correspondence to the DOE Contracting Officer's Representative.

(f) Subject Line(s)

All correspondence shall contain a subject line commencing with the contract number, i.e., DE-AC26-01NT[#####], and identifying the specific contract action requested.

**G.2 SUBMISSION OF VOUCHERS/INVOICES (APR 2000)**

(a) Voucher Form (SF 1034)

In requesting reimbursement, contractors shall use Standard Form 1034 (Public Voucher for Purchases and Services Other Than Personal), and F4220.50 (Statement of Cost). Electronic versions of the SF1034 and the F4220.50 can be found on the NETL website at <http://www.netl.doe.gov/business/forms/forms.html>. The Statement of Cost shall be supported by the information contained in Paragraph (c) of this clause. Acceptable substitutes for the forms (which provide the same necessary information) may be used.

In accordance with FAR 52.232-25, "Prompt Payment," all invoices shall include the following information:

- (1) Name and address of contractor/vendor
- (2) Invoice date
- (3) Contract number or other authorization for delivery of property or service
- (4) Description, price and quantity of property and services actually delivered or rendered
- (5) Shipping and payment terms
- (6) Name (where practicable), title, phone number and complete mailing address of responsible official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment)
- (7) Name (where practicable), title, phone number and complete mailing address of the person to be notified in the event of a defective invoice.
- (8) Other substantiating documentation or information as required by the contract.

(b) Statement of Cost

The SF 1034 shall be completed so as to make due allowances for the Contractor's cost accounting system. The costs claimed shall be only those recorded costs (including cost sharing) which are authorized for billing by the payment provisions of this contract. If this is a cost-plus-fixed-fee contract, the amount claimed for the fixed fee should be based on a percentage of completion of the work. If this is a cost sharing contract, the "Government Share" must agree with the amount billed on the SF 1034. Any cost sharing or in-kind contributions incurred by the Contractor and/or third party during the billing period must be included in the invoice and adequately supported. Indirect rates claimed shall be billed in accordance with the "Allowable Cost and Payment Clause." The Certification (block 11) must be signed by a responsible official of the Contractor.

(c) Supporting Documentation

Direct costs (e.g., labor, equipment, travel, supplies, etc.) claimed for reimbursement on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended. For example, support for labor costs must include the labor category (e.g., program manager, senior engineer, technician, etc.) the hourly rate, and the labor cost per category; equipment costs must be supported by a list of the equipment purchased, along with the item's cost; supporting data for travel must include the destination of the trip, number and labor category of travelers, transportation costs, per diem costs, and purpose of the trip; and supplies should be categorized by the nature of the items (e.g., office, lab, computer, etc.) and the dollar amount per category.

Indirect rates used for billings must be clearly indicated, as well as their basis of application. When the cognizant Administrative Contracting Officer (ACO) or auditor approves a change in the billing rates, include a copy of the approval.

(d) Submission of Voucher

Submit one copy of the original voucher including the certified Statement of Cost and Supporting Documentation to the following payment office:

U. S. Department of Energy  
Oak Ridge Financial Services Center  
P. O. Box 4787  
Oak Ridge, TN 37831



In addition, submit two copies of the voucher including the certified Statement of Cost and Supporting Documentation to the following address:

U. S. Department of Energy  
National Energy Technology Laboratory  
ATTN: Accounts Payable, MS 921-232  
P.O. Box 10940  
Pittsburgh, PA 15236-0940

(e) Billing Period

Vouchers shall be submitted no more frequently than monthly (unless prior written consent of the Contracting Officer for more frequent billing is obtained). The period of performance covered by vouchers should be the same as covered by any required monthly technical progress reports and/or monthly cost reports.

(f) Payment Method

In accordance with Mandatory Information for Electronic Funds Transfer Payment, payment under this contract will be made utilizing the Automated Clearing House (ACH) network. The payment system is specifically referred to as "Vendor Express."

(g) Defective Invoices

Invoices that are determined to be defective, and therefore not suitable for payment, shall be returned to the Contractor as soon as practicable, specifying the reason(s) why the invoice is not proper.

(h) Status of Payments

The Oak Ridge Financial Service Center (ORFSC) has a system via Internet, in which contractors can request information about payments by invoice, by contract number, and/or by paid date. The system is called Vendor Inquiry Payment Electronic Reporting System (VIPERS) and is available to contractors at the following website: <http://finweb.oro.doe/vipers.htm>. Contractors must have a federal tax identification number (TIN) and then obtain a personal identification number (PIN) to access the system.

**G.3     NOTICE OF INVOICE PROCESSING BY SUPPORT CONTRACTOR (DEC 1999)**

A support service contractor performs the function of processing of all invoices submitted to the National Energy Technology Laboratory, against its awards. Therefore, this contractor has access to your business confidential cost/rate information. A special provision in this contractor's award requires the confidential treatment by all contractor employees of any and all business confidential information of other contractors and financial assistance recipients to which they have access.

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## **SECTION H - SPECIAL CONTRACT REQUIREMENTS**

### **H.1 CONSECUTIVE NUMBERING (JAN 1999)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

### **H.2 TECHNICAL DIRECTION (JUNE 1998)**

- (a) Performance of the work under this contract shall be subject to the technical direction of the Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
  - (1) Directions to the Contractor which redirect the contract effort, shift work emphasis between work areas or tasks, required pursuit of certain lines of inquiry, fill in details or otherwise serve to accomplish the contractual Statement of Work.
  - (2) Provision of written information to the Contractor which assists in the interpretation of drawings, specifications or technical portions of the work description.
  - (3) Review and, where required by the contract, approval of technical reports, drawings, specifications and technical information to be delivered by the Contractor to the Government under the contract.
- (b) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction which:
  - (1) Constitutes an assignment of additional work outside the Statement of Work;
  - (2) Constitutes a change as defined in the contract clause entitled "Changes";
  - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fixed fee (if any), or the time required for contract performance;
  - (4) Changes any of the expressed terms, conditions or specifications of the contract;  
or
  - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.

- (c) All technical directions shall be issued in writing by the COR.
- (d) The Contractor shall proceed promptly with the performance of technical directions duly issued by the COR in the manner prescribed by this clause and within the authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (b)(1) through (5) above, the Contractor shall not proceed but shall notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and shall request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer shall:
  - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the "Changes" clause of the contract; or
  - (2) Advise the Contractor within a reasonable time that the Government will issue a written change order.
- (e) A failure of the Contractor and Contracting Officer to agree that the technical direction is within the scope of the contract, or a failure to agree upon the contract action to be taken with respect thereto shall be subject to the provisions of the clause entitled "Disputes - Alternate I".

### **H.3 MODIFICATION AUTHORITY (NOV 1997)**

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

### **H.4 GOVERNMENT PROPERTY AND DATA - NONE (NOV 1997)**

The Government is not obligated to furnish any real or personal property or data under this contract, and the Contractor is not authorized to acquire any real or personal property or data at the Government's expense under this contract.

## **H.5 GOVERNMENT PROPERTY AND DATA (JAN 1999)**

- (a) Except as otherwise authorized by the Contracting Officer in writing, the Contractor is not authorized to acquire as a direct charge item under this contract any equipment (including office equipment), furniture, fixtures or other personal property items.
- (b) Acquisition Authorization Requirements

- (1) In the course of performance of this contract, the Contractor may only acquire and direct charge to this contract such items on the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment C) to this contract.
- (2) The Contractor may request authorization for acquisition of additional items from the Contracting Officer. Any such request shall include an analysis of the most economical method of acquisition (e.g., lease versus purchase) and shall describe the material equity arising from any proposed lease arrangement, such as option credits.
- (3) Any changes in the acquisition authorization shall be reflected in a modification to this contract which revises the "List of Government Property -- Contractor Acquired" (Part III -- Section J, Attachment C) to this contract.
- (4) Authorization to acquire does not constitute consent to the placement of a subcontract.

- (c) Government-Furnished Property and Data

Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in the "List of Government-Furnished Property" (Part III -- Section J, Attachment D) to the contract, shall be furnished.

- (d) Reporting Requirements

The reports required shall be submitted in accordance with 48 CFR 945 and the reporting requirements set forth in Part III, Section J, Attachment B.

The reports are to include all capital equipment and sensitive items acquired or furnished under this contract, whether or not listed on the attachments referenced above.

## H.6 TITLE TO EQUIPMENT (GOVERNMENT) (APR 1998)

Pursuant to the clause of this contract entitled "Government Property (Cost-Reimbursement, Time-and-Materials, or Labor-Hour Contracts) --Alternate I," title to equipment having an acquisition cost of \$5,000 or more, purchased with funds available for research and approved by the Contracting Officer prior to acquisition, shall vest with the Government.

## **H.7 KEY PERSONNEL/PROGRAM MANAGER (MAR 1998)**

The key personnel, which includes the Program Manager, specified below, are considered to be essential to the work being performed under this award; moreover, any changes to these personnel require prior DOE Contracting Officer's written approval.

The Program Manager shall serve as the Contractor's authorized supervisor for technical and administrative performance of all work hereunder. The Program Manager shall receive and execute, on behalf of the Contractor, such technical directions as the DOE Contracting Officer's Representative may issue within the terms and conditions of the contract.

The following is a list of key personnel that have been approved for this contract:

Name	Title
[ ]	[ ]

Prior to diverting any of the specified individuals, the Contractor shall notify the Contracting Officer not less than thirty (30) calendar days prior to the diversion or substitution of key personnel and shall submit a written justification (including qualifications of proposed substitutions) to permit evaluation. The proposed changes will be approved in writing at the sole discretion of the Contracting Officer, with concurrence of the Contracting Officer's Representative.

## H.8 TRAVEL AND PER DIEM COSTS (FEB 1998)

Costs incurred by contractor personnel for travel, including costs of lodging, other subsistence, and incidental expenses, shall be considered to be reasonable and allowable only to the extent that they do not exceed the rates and amounts set by Subchapter I of Chapter 57 of Title 5, United States Code, or by the Administrator of General Services or the President (or his designee) pursuant to any revision of such subchapter; and are allowable pursuant to the "Allowable Cost and Payment" clause, FAR 52.216-7.

Foreign travel shall be subject to DEAR 952.247-70.



**H.9 PRIOR APPROVAL REQUIREMENTS FOR PLACEMENT OF SUBCONTRACTS/CONSULTANTS (OCT 1998)**

The Contractor shall obtain the Contracting Officer's written consent before placing any subcontract, including consultants, for which advance notification is required under FAR 52.244-2, "Subcontracts".

Any request for subcontract/consultant approval shall include the elements prescribed by FAR 52.244-2, including subcontractor/consultant Representations and Certifications. For consultants the Contractor will obtain and furnish information supporting the need for and selection of such consultant services and the reasonableness of the fees to be paid, including, but not limited to, whether fees to be paid to any consultant exceed the lowest fee charged by such consultants to others for performing consulting services of a similar nature.

Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts and/or consultants shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost, revision of this contract or any of the respective obligations of the parties thereunder, or creation of any subcontractor privity of contract with the Government.

The Contractor is hereby given consent to the placement of the following subcontractors, which were evaluated during negotiations:

$$\begin{bmatrix} 1 & 0 & 0 \\ 0 & 1 & 0 \\ 0 & 0 & 1 \end{bmatrix}$$

Notwithstanding this consent, the Contractor shall ensure compliance with FAR 52.244-2. Also, since these subcontracts and/or consultants have as a purpose the conduct of research, development and demonstration work, they must additionally contain all applicable flow-down clauses contained in Part II, Section I.

## H.10 SUBCONTRACTOR FACILITIES CAPITAL COST OF MONEY (FEB 1998)

- (a) To the extent a subcontractor proposes to recover as an element of proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime contractor, the FCCOM cost principle (FAR 31.205-10) shall apply to subcontracts and new scope modifications issued thereto which are fee bearing cost reimbursement type or negotiated fixed price type.

- (b) To the extent a subcontractor is eligible to recover yet does not propose as an element or proposed cost any Facilities Capital Cost of Money (FCCOM) from a higher tier subcontractor or from the prime contractor, the higher tier subcontractor or the prime contractor shall insert the following provision in any such subcontract or new scope modification issued thereto:

Waiver of Facilities Capital Cost of Money  
(FAR 52.215-17, OCT 1997)

The Contractor did not include facilities capital cost of money as a proposed cost of this contract. Therefore, it is an unallowable cost under this contract.

- (c) The Contractor agrees to insert the substance of this clause, including this paragraph (c) altered as necessary for proper identification of the parties, in any subcontract placed hereunder which is a fee bearing cost reimbursement or negotiated fixed price type.

#### **H.11 CONFIDENTIALITY OF INFORMATION (MAY 1998)**

To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:

- (a) Information which, at the time of receipt by the Contractor, is in the public domain;
- (b) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
- (c) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
- (d) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.

The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.

The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.

The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

This clause shall flow down to all subcontracts.

**H.12 REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF THE OFFEROR (JUNE 1998)**

The Representations, Certifications and Other Statements of the Offeror for this contract are hereby incorporated by reference.

**H.13 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) USAGE (NOV 1997)**

ADPE requirements which were not included in the Contractor's original proposal may not be acquired (leased or purchased) without the prior written consent of the Contracting Officer. Whenever Contracting Officer written consent is required, the Contractor will furnish to the Contracting Officer information concerning the need for and selection of such ADPE, the specific make(s) and model(s), and the lease versus purchase determination.

**H.14 AUTOMATIC DATA PROCESSING EQUIPMENT (ADPE) LEASING (NOV 1997)**

- (a) If the Contractor leases ADPE equipment for use under this contract, the Contractor shall include a provision in the rental contract stating that the Government shall have the unilateral right to exercise any purchase option under the rental contract between the Contractor and the ADPE equipment vendor and to realize any other benefits earned through rental payments.
- (b) The Contractor shall furnish a copy of the rental contract to the Contracting Officer under the terms of this provision.

**H.15 INDIRECT COSTS (NOV 1997)**

Pending establishment of final indirect cost rates for any period, billing and reimbursement of indirect costs shall be made on the basis of provisional rates recommended by the cognizant Government auditor. When a rate change occurs, and after it has been audited and approved by the cognizant Government auditor, the contractor shall inform the Contracting Officer by letter of the indirect rate change. This notification shall include a copy of the cognizant auditor's approval and the cost impact of the rate change on the program.

**H.16 GUARANTEED FINAL REPORT (NOV 1997)**

Notwithstanding the applicable cost principles of the Federal Acquisition Regulation (FAR) and the DOE Acquisition Regulation (DEAR) in effect on the date of this contract, and as authorized by Paragraph (a) of the clause of this contract entitled "Allowable Cost and Payment," the contractor agrees to manage this contract in such a manner so as to guarantee to the Government the delivery of an acceptable Final Report. It is the contractor's responsibility to ensure at all times that adequate funds remain to cover all allowable costs necessary for the preparation and delivery of the acceptable Final Report. All costs incurred by the contractor during preparation and delivery of the acceptable Final Report that are in excess of the funds remaining in the contract shall be borne by the contractor.

**H.17 COMPLIANCE WITH APPLICABLE FEDERAL, STATE AND LOCAL REQUIREMENTS (FEB 1998)**

In performing work under this contract, the Contractor shall comply with all relevant federal, state, and local statutes, ordinances, laws, and regulations.

**H.18 NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) -- PRIOR APPROVALS (JAN 2000)**

The National Environmental Policy Act of 1969 (NEPA) requires that all Federal agencies consider the impacts of their projects on the human environment. As part of the DOE's NEPA requirements, the Contractor shall be required to supply to the DOE certain environmental information. DOE funds may only be expended by the Contractor on [ACTIVITIES THAT CAN BE PERFORMED UNTIL THE NEPA DOCUMENT IS SIGNED] activities, until DOE notifies the Contractor that all NEPA requirements have been satisfied.

#### **H.19 CONTRACTOR PRESS RELEASES (APR 1998)**

The DOE policy and procedure on news releases requires that all Contractor press releases be reviewed and approved by DOE prior to issuance. Therefore, the Contractor shall, at least ten (10) days prior to the planned issue date, submit a draft copy to the Contracting Officer of any planned press releases related to work performed under this contract. The Contracting Officer will then obtain necessary reviews and clearances and provide the Contractor with the results of such reviews prior to the planned issue date.

#### **H.20 PERMITS AND LICENSES (JAN 1999)**

Within sixty (60) days of award, the Contractor shall submit to the DOE Contracting Officer Representative (COR) a list of ES&H approvals that, in the Contractor's opinion, shall be required to complete the work under this award. This list shall include the topic of the approval being sought, the approving authority, and the expected submit/approval schedule. The COR shall be notified as specific items are added or removed from the list and processed through their approval cycles.

The Contractor agrees to include this clause in their first-tier subcontracts and agrees to enforce the terms of this clause.

#### **H.21 QUALITY ASSURANCE/QUALITY CONTROL (JUNE 1998)**

The Contractor shall implement the DOE work using Quality Assurance/Quality Control measures as appropriate to:

- (a) Achieve accuracy, precision, and reproducibility of data adequate to fulfill the objectives of the work to be performed under this award;
- (b) Control experimental operations using accepted technical standards, instruction, and other appropriate means commensurate with the complexity and the risk of the work;
- (c) Identify, control and maintain components, equipment, facilities, hardware and materials;
- (d) Control handling, storage, shipping. Cleaning and preservation to prevent damage, loss or deterioration;
- (e) Control calibration, maintenance, accountability, and use of measuring and testing equipment used for monitoring and data collection;

- (f) Ensure that designs use sound engineering/scientific principles and appropriate standards and demonstrate that equipment and processes performed as intended;
- (g) Ensure that purchased items and services meet established specifications and requirements;
- (h) Incorporate inspections as appropriate;
- (i) Continually improve the quality of the work done for DOE through the improvement of work practices guided by internal performance assessment.

## **H.22 SAFETY & HEALTH AND ENVIRONMENTAL PROTECTION (JUNE 1998)**

- (a) The Contractor shall implement the DOE work in accordance with all applicable Federal, State and local law as, including codes, ordinances and regulations, covering safety, health and environmental protection.
- (b) The Contractor agrees to include paragraph (a) of this clause in first-tier subcontracts and agrees to enforce the terms of this clause.

## **H.23 CONTRACTOR LICENSING (APR 1998)**

- (a) Limited Rights Data Or Restricted Computer Software

Except as may be otherwise specified in this contract as data not subject to this paragraph, the contractor agrees that upon written application by DOE, it will grant to the Government for purposes of practicing [ ], by or for the Government for the purpose of remediation or decontamination of chemically contaminated or radioactive sites, a nonexclusive license in any limited rights data or restricted computer software on terms and conditions reasonable under the circumstances including appropriate provisions for confidentiality; provided, however, the contractor shall not be obligated to license any such data or software if the contractor demonstrates to the satisfaction of the Director of Environmental and Waste Management or designee that such data are being supplied by the contractor or its licensees in sufficient quantity and at reasonable prices to satisfy DOE needs, or the contractor or its licensees have taken effective steps to so supply such data in the form of results obtained by its use.

(b) Background Patents

"Background Patent" means a domestic patent covering an invention or discovery which is not a subject invention and which is owned or controlled by the contractor at any time through the completion of this contract, infringement of which cannot reasonably be avoided upon the practice of any specific process, method, machine, manufacture or composition of matter (including relatively minor modifications thereof) which is a subject of the research, development, or demonstration work performed under this contract.

The contractor agrees that upon written application by DOE, it will grant to the Government for purposes of practicing [ ] by or for the Government for the purpose of remediation or decontamination of chemically contaminated or radioactive sites, nonexclusive license(s) under any background patent on terms that are reasonable under the circumstances. If, however, the contractor believes that exclusive or partially exclusive rights are necessary to achieve expeditious commercial development or utilization, then a request may be made to the Director of Environmental and Waste Management or designee for approval of such licensing by the contractor. Notwithstanding the foregoing, the contractor shall not be obligated to license any background patent if the contractor demonstrates to the satisfaction of the Director of Environmental Restoration and Waste Management or designee that the contractor or its licensees are supplying the subject matter covered by said background patent in sufficient quantity and at reasonable prices to satisfy DOE needs, or have taken effective steps or within a reasonable time are expected to take effective steps to so supply the subject matter.

(c) Licensing Intellectual Property for Performing the Contract

The contractor also agrees and does hereby grant to the Government a royalty-free, non-exclusive license under any background patent or to any limited rights or restricted computer software for purposes of practicing a subject of this contract by or for the Government in research, development, or demonstration under this contract.

## **H.24 RIGHTS IN TECHNICAL DATA (EM-DELIVERY) (SEPT 1999)**

Delivery of limited rights data. The Contractor shall, at the option of the Contracting Officer, be required to deliver any limited rights data used in the performance of this contract. Such data shall be subject to the provision of clause FAR 52.227-14, Rights in Data--General with Alternatives II and V, paragraph (g), "Protection of limited rights data and restricted computer software," and to the "Contractor Licensing" provisions in this Section H.

1. The limited rights data subject to clause FAR 52.227-14 are listed below **[OR in Attachment ( ) attached hereto and made a part hereof]**. This listing of data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

**[CONTRACTOR TO IDENTIFY/CERTIFY SPECIFIC DATA ASSERTED TO BE PROPRIETARY (STATEMENT FROM CONTRACTOR)]**

[ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ]

2. Subject to clause FAR 52.227-14 paragraph (g)(2), any limited rights data so delivered shall be marked with the appropriate "Limited Rights Notice."
3. The Contractor shall not introduce or utilize any limited rights data not identified in (1) above without advance written notification of the Contracting Officer.

Minimum technical data deliverable with unlimited rights. Notwithstanding any other provision of this Contract, the following technical data first produced under this Contract as a minimum, shall be delivered to the DOE with unlimited rights:

**[THE COR WILL SPECIFY WHAT DATA DOE WANTS TO HAVE DELIVERED WITH UNLIMITED RIGHTS]**



## H.25 RIGHTS IN TECHNICAL DATA (EM-INSPECTION) (SEPT 1999)

Withholding of limited rights data. Notwithstanding the inclusion of clause FAR 52.227-16, Additional Technical Data Requirements, in this Contract or any provision of this Contract specifying the delivery of technical data, the Contractor may withhold limited rights data from delivery, provided that the Contractor furnishes in lieu of any such limited rights data so withheld technical data disclosing the source, size, configuration, mating and attachment characteristics, functional characteristics, and performance requirements ("Form, Fit and Function" data, e.g., specification control drawing, catalog sheets, envelope drawings, etc.), or a general description of such limited rights data where "Form, Fit and Function" data are not applicable. Such data shall be subject to the provision of clause FAR 52.227-14, Rights in Data--General with Alternative V, paragraph (j), "Inspection rights," and paragraph (g), "Protection of limited rights data and restricted computer software," and to the "Contractor Licensing" provisions in Section H.

1. The limited rights data subject to clause FAR 52.227-14 are listed below [**OR in Attachment ( ) attached hereto and made a part hereof**]. This listing of data, which are asserted by the Contractor to be limited rights data, does not constitute an admission by the Government that the data is in fact limited rights data.

**[CONTRACTOR TO IDENTIFY/CERTIFY SPECIFIC DATA ASSERTED  
TO BE PROPRIETARY (STATEMENT FROM CONTRACTOR)]**

[ \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ ]

2. Subject to clause FAR 52.227-14 paragraph (j), any limited rights data specifically used in the performance of this Contract shall, at the option of the Contracting Officer, be available for inspection by a designee of the Contracting Officer at the project facility.
3. The Contractor shall not introduce or utilize any limited rights data not identified in paragraph (1) above in the performance of the contract work without the expressed written permission of the Contracting Officer.

Minimum technical data deliverable with unlimited rights. Notwithstanding any other provision of this Contract, the following technical data first produced under this Contract as a minimum, shall be delivered to the DOE with unlimited rights:

**[THE COR WILL SPECIFY WHAT DATA DOE WANTS TO HAVE  
DELIVERED WITH UNLIMITED RIGHTS]**

## **H.26 RESTRICTED COMPUTER SOFTWARE (EM-DELIVERY) (SEPT 1999)**

The restricted computer software subject to the provisions of clause FAR 52.227-14, Rights in Data--General with Alternatives III and V, paragraph (g), and to the provisions of the clause entitled "Contractor Licensing," are listed below. This list of software programs, which are asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the software is in fact restricted computer software.

**[CONTRACTOR TO IDENTIFY/CERTIFY SPECIFIC SOFTWARE  
ASSERTED TO BE PROPRIETARY (STATEMENT FROM  
CONTRACTOR)]**

[ \_\_\_\_\_ ]

Subject to clause FAR 52.227-14 paragraph (g)(3), any restricted computer software specifically used in the performance of this Contract shall, at the option of the Contracting Officer, be delivered to the Government. Any restricted computer software so delivered shall be marked with the "Restricted Rights Notice" provided in clause FAR 52.227-14 paragraph (g)(3).

The Contractor shall not introduce or utilize any restricted computer software not identified above without advance written notification of the Contracting Officer.

## **H.27 RESTRICTED COMPUTER SOFTWARE (EM-INSPECTION) (SEPT 1999)**

The restricted computer software subject to the provisions of clause FAR 52.227-14, Rights in Data--General with Alternative V, paragraphs (j) and (g), and to the provisions of the clause entitled "Contractor Licensing", are listed below. This list of software programs, which are asserted by the Contractor to be restricted computer software, does not constitute an admission by the Government that the software is in fact restricted computer software.

**[CONTRACTOR TO IDENTIFY/CERTIFY SPECIFIC SOFTWARE  
ASSERTED TO BE PROPRIETARY (STATEMENT FROM  
CONTRACTOR)]**

[ \_\_\_\_\_ ]

Subject to clause FAR 52.227-14 paragraph (j), any restricted computer software specifically used in the performance of this Contract shall, at the option of the Contracting Officer, be available for inspection by a designee of the Contracting Officer at the project facility.

The Contractor shall not introduce or utilize any restricted computer software not identified above without advance written notification of the Contracting Officer.

**H.28 YEAR 2000 COMPLIANCE (APR 1998)**

Year 2000 compliant means, with respect to information technology, the information technology accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology being acquired, properly exchanges date/time data with it.

The contractor assures, by acceptance of this award, that any items delivered under this contract are year 2000 compliant.

**H.29 LOBBYING RESTRICTION (ENERGY & WATER DEVELOPMENT APPROPRIATIONS ACT, 2000) (DEC 1999)**

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

A copy of the DOE “Lobbying Brochure” which provides a summary of the statutory and regulatory restrictions regarding lobbying activities for Federal contractors can be found at (<http://www.pr.doe.gov/lobbying.html>)

**H.30 NOTICE REGARDING THE PURCHASE OF AMERICAN-MADE EQUIPMENT AND PRODUCTS -- SENSE OF CONGRESS (DEC 1999)**

It is the sense of the Congress that, to the greatest extent practicable, all equipment and products purchased with funds made available under this award should be American-made.

### **H.31 MULTIPLE AWARDS -- PHASED ACQUISITIONS (APR 1989)**

A determination by the Contracting Officer to continue into subsequent phases will be restricted to the current phase contractor(s). The determination to select the contractor(s) for a succeeding phase(s) will be on a competitive down selection process occurring at the completion of Phases (I, II, etc.) based on the contractor's progress in the current phase, evaluation of the technical approach for planned activities for the upcoming phase, and availability of funds.

The contractor shall submit a comprehensive report at least 60 days prior to completion of the current phase, which shall as a minimum describe the actual and projected accomplishments in the current phase, including schedule and costs, and provide a detailed technical proposal, including schedule and costs for the upcoming phase. Furthermore, the contractor is cautioned that late proposals, modifications, and withdrawals will be treated in accordance with FAR 52.215-10. To aid in the evaluation, the report shall be clearly and concisely written as well as being neat, indexed, and logically assembled in accordance with Article H.32. In the event the Government makes a determination to continue into a subsequent phase(s), a bilateral contract modification will be issued in accordance with Article B.8.

The following technical evaluation criteria and program policy factors will be applied in the determination to continuation into a subsequent phase(s):

#### **A. Technical Proposal Evaluation Criteria**

##### **Criterion 1 -- Applicability, Understanding, and Performance**

##### **Requirements ..... (40 %)**

- Degree to which the proposed technology or methodology provides solutions to the project need, application, and problem being addressed. The offeror's understanding of the objectives as evidenced by the assessment of the reason for the proposed work.
- Demonstrated maturity level of the proposed technology relative to being fully ready for a 1/5th-scale production process demonstration in an actual waste management project.
- Evidence that lessons learned from past technology performance were used to help identify problems and uncertainties

- Ability to treat the surrogate waste matrix in the first year – mature technology with no additional research and development needed.
- Ability to treat the full matrix of organic debris and contaminants.
- Process ability to accept (tolerate or treat) the full suite of materials – bottles, cans, metals, ceramics, and other solid objects.
- Ability to treat the waste to meet the Waste Isolation Pilot Plant transportation and disposal requirements
- Ability to provide essentially absolute containment
- Understanding of current competing technologies, and their deficiencies.
- Ability of the offeror to measure the performance of the proposed technology and to quantify the benefits based on the completed demonstration.

**Criterion 2 -- Technical Approach -- Simplicity . . . . . (40 %)**

- Soundness and completeness of the proposed Statement of Work including a preliminary test plan for the demonstration of the proposed technology.
- Identification of potential issues and proposed resolution of the issues, including, but limited to, transportation issues, facility access issues due to size of equipment, special utility requirements, waste generation and disposal, and decontamination of equipment.
- Compatibility of the proposed schedule with the requirements of the project and applicable site.
- Reasonableness and appropriateness of staffing requirements for the demonstration activity.
- Technical soundness of the project approach to demonstrate the efficacy of the technology.
- Ability to use the developed data to prove the offeror's claims.
- Reasonableness and completeness of the schedule and budget estimates for the scope of work.

- Completeness of the definition of the potential technical and schedule problems.
- Demonstrated simplicity as measured by number of readily controlled process steps and the avoidance of extreme process conditions.
- Demonstrated simplicity in minimizing pretreatment for proposed technology (shredding, sorting, and segregation).
- Demonstrated simplicity in minimizing post treatment for proposed technology (conditioning and stabilization).
- Discussion of reasonableness and completeness of the preconceptual design – minimizing the use of exotic materials, minimizing the use of complicated containment methods, maximizing the use of process conditions that return to stable state when feed is stopped.

**Criterion 3 -- Project Management, Experience, and Commitment . . (20 %)**

- Pertinent evidence in involvement in field testing of the proposed technology.
- Evidence of experience working with radioactive materials.
- Evidence of experience working with plutonium-238.
- Demonstrated technical and management experience.
- Demonstrated availability of personnel for the project.
- Demonstrated prior experience in managing projects similar in type, technology, size, and complexity.
- Motivation for being involved in proposed effort and evidence of commitment to demonstrate proposed technology.
- Willingness and ability to commercialize and deploy the proposed technology following a successful demonstration.

The evaluation of proposals at the conclusion of each Phase will be conducted using preestablished weights to determine the relative merits of the contractor's proposal in accordance with the technical evaluation criteria.

B. Program Policy Factors.

These factors, while not indicators of the proposal's merit, e.g., technical excellence, cost, proposer's ability, etc., may be essential to the process of selecting the proposal(s) that, individually or collectively, will best achieve the program objectives. Such factors are often beyond the control of the offeror. Proposers should recognize that some very good proposals may not receive an award because they do not fit within a mix of projects which maximizes the probability of achieving the DOE's overall research and development objectives. Therefore, the following Program Policy Factors may be used by the Source Selection Official to assist in determining which of the ranked proposal(s) shall receive DOE funding support.

- It may be desirable to select project(s) for award that represent a diversity of technologies, methods, or approaches.
- It may be desirable to select project(s) for award of less technical merit than other project(s), if such a selection will optimize use of available funds by allowing more projects to be supported while not being detrimental to the overall objectives of the program.
- It may be desirable to select project(s) for award considering the impact of regulatory (siting and permitting) issues.
- It may be desirable to select project(s) for award to diversify the demonstration of the proposed technologies among multiple demonstration sites.
- It may be desirable to support complementary and/or duplicative efforts or projects, which, when taken together, will best achieve the research goals and objectives;
- It is desirable that different kinds and sizes of organizations be selected for award in order to provide a balanced programmatic effort and a variety of different technical perspectives;
- It is desirable, because of the nature of the energy source, the type of projects envisioned, or limitations of past efforts, to select for award a group of projects with a broad or specific geographic distribution.

### H.32 COMPREHENSIVE REPORT -- PHASED ACQUISITIONS

#### A.. General

The overall comprehensive proposal shall consist of three(3) physically separate volumes, individually entitled as stated below. The required number of each proposal volume is shown below.

Proposal Volume -- Title	Original (Copy #1)	Additional Copies Required	
		Paper Copy	Electronic Copy
Volume I - Topical Report	1	5	1
Volume II -- Technical Proposal	1	5	1
Volume III -- Cost Proposal	1	5	N/A

#### B. Topical Report

The contractor shall submit a comprehensive report summarizing the actual accomplishments completed in the current phase, including schedules, milestones, and costs.

#### C. Technical Proposal

1. Volume II -- Technical Proposal addressing the technical and management aspects of the upcoming phase, and his capabilities and what he will do to satisfy the requirements of the Statement of Work. Since the Technical Proposal will be evaluated to determine such matters as understanding of the work to be performed, technical approach, scientific and technical innovation, and potential for completing the desired work it should be specific and complete in every detail.
2. In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost information is to be included in the Technical Proposal. Where estimated man-hours will provide clarity, they shall be quoted in man-hour figures only, with no indication as to the cost of these man-hours.



3. The expected project results reflect the problems and objective of the program under consideration; therefore, repeating the scope of work without sufficient elaboration will not be acceptable.
4. The Technical Proposal shall not exceed 30 pages. For interpretation of page guidelines, the front and back of a single sheet are counted as two pages.
5. Format and Content. This volume shall include the following components
  - a. Cover Page.
  - b. Table of Contents.
  - c. Technical Summary. This short one (1) page section should outline the Contractor's proposed general approach for the upcoming Phase . The summary shall contain how the Contractor plans on completing the proposed Statement of Work for the upcoming phase, and shall outline the overall technical aspects of the proposed development effort.
  - d. Technical Discussion. This section shall contain the major portion of the Technical Proposal for the upcoming phase. It should be presented in as much detail as practical based on the guidelines provided for Initial Phase work.

For Facilities:

The Contractor shall furnish a list of materials, parts, and equipment required for the project. The Contractor shall discuss the type, quality, and availability of the equipment, materials, and facilities. The Contractor shall justify the purchase or lease of facilities, equipment, and materials. This data shall also be related to the tasks under which the equipment is required and the schedule time frame in which such equipment is required. The Contractor shall describe any unique features of the equipment and facilities.

D. Cost Proposal

1. The Cost Proposal, Volume III, consists of the Contractor's estimated costs to perform the upcoming phase. Contractual cost information is not to be included in the Technical Proposal, Volume II.
2. Major Subcontracts (Including Intercompany Transfers): For each subcontract requiring Certified Cost and Pricing Data, cost information shall be required and furnished in the same format and level of detail as prescribed for the Contractor. Furnish reasons for any differences in the amount proposed by the Contractor to the Government for the subcontracted work.
3. Joint Ventures/Teaming Arrangements: If a joint venture or teaming arrangement is contemplated, the participants shall clearly identify which cost element(s) pertain to what participant.
4. High-Value Equipment: Contractors are informed that when the use of High Value Equipment (in excess of \$10,000) is applied to this acquisition, the Government reserves the right to require the submission of the feasibility of lease versus purchase studies by the Contractor.
5. Use of ADPE: If the use of automatic data processing equipment (ADPE) is contemplated, the Government reserves the right to require the preparation of (a) feasibility and (b) lease versus purchase studies by the Contractor.
6. Certified Cost or Pricing Data. Contractors may be required to certify (in accordance with Pub. L. 87653 as implemented by FAR 15.804) that any cost or pricing data submitted is accurate, complete and current. In such an event, the required format for the certification can be found in FAR 15.804-4. The executed certification must be presented to the Contracting Officer after negotiations are concluded and before award modification can be made. FAR 15.804-7 contains applicable procedures where it is subsequently found that defective cost or pricing data was submitted.

Any Contractor required to submit the above certification shall be required (in accordance with FAR 15.804-2) to submit, or arrange for the submission of, accurate, complete, and current cost or pricing data from his prospective subcontractors. This requirement may be waived under the circumstances set forth in FAR 15.804-3.

Notwithstanding the above paragraphs, the Contractor shall comply with applicable requirements of the "Subcontractor Cost or Pricing Data", or "Subcontractor Cost and Pricing Data -- Modifications" clauses of the awarded contract.

7. Format and Contents. The cost proposal shall include two sections: Section One - Mandatory Exhibits and Section Two - Additional Information.

a. Preparation of Section One - Mandatory Exhibits:

Exhibit A: SF-1411s are mandatory requirements. One fully executed SF-1411 shall be completed for the upcoming phase utilizing the following format:

<u>Cost Element</u>	<u>Task Number</u>			<u>Total</u>
	1	2	3	
Direct Labor	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Labor Overhead	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Travel	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Printing/Reproduction	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Freight/Postage	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Expendable Materials	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Subcontracts/Consultants	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Equipment	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
Other	<u>\$xxxxx</u>	<u>\$xxxxx</u>	<u>\$xxxxx</u>	<u>\$xxxxx</u>
Subtotal	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx
General & Administrative	<u>\$xxxxx</u>	<u>\$xxxxx</u>	<u>\$xxxxx</u>	<u>\$xxxxx</u>
Total Cost	\$xxxxx	\$xxxxx	\$xxxxx	\$xxxxx

Exhibit B - Labor: Direct Labor shall be supported by a matrix identifying labor categories, hours proposed, hourly rate and cost on a per-task for the upcoming phase.

Exhibit C - Escalation: This Exhibit shall contain by cost element, the effective annual escalation rate each Contractor expects to experience during the performance of the upcoming phase.

Exhibit D - Indirect Rates: This Exhibit will contain the major base and pool expense groupings by line item and dollar amount. This Exhibit shall be prepared for the Contractor's most recently completed Fiscal Year, the current Fiscal Year, and the estimate for the next Fiscal Year. The Contractor shall state at the bottom of the exhibit the inclusive dates of their Fiscal Year. The Contractor may substitute a Government approved written indirect rate agreement if such agreement contains rates that cover the period of performance.

Exhibit E - Travel/Other Direct Costs/Materials: This Exhibit shall contain itemized listings and justifications for any other direct costs such as travel, freight, materials, etc. **Travel** shall be supported by a matrix identifying number of trips, locations to be visited, number of persons traveling, transportation cost, per diem cost, and total cost. For pricing purposes, Contractors should assume that the briefings required under the SOW will be conducted at NETL-Morgantown. **Printing/ Reproduction** cost may be identified as a flat amount on a per-task basis. **Freight/Postage** cost may be identified as a flat rate on a per-task basis. **Expendable Materials** must be supported by identifying the materials to be consumed, the unit cost and the number of units to be used.

Exhibit F - Property: This exhibit shall detail the property (equipment) to be purchased or furnished. **Equipment** must be supported by identifying the item(s), the unit cost, and the total cost. If your proposal is based on the use of Government furnished property (GFP), provide a list of those items on this exhibit and show how their use increases or decreases the cost of the upcoming phase, also state how the property is being acquired, from whom and how it will be used during the upcoming phase.

Exhibit G - Subcontracts: This exhibit shall detail all subcontract and consultant costs.

**Subcontracts/Consultants** must be supported in the same level of detail as the contract, on a task-by-task and total basis.

Additional documentation is required by the DOE for subcontracts in excess \$25,000:

- (1) A brief description of the work to be subcontracted.
- (2) Names and addresses of the subcontractors tentatively selected and basis, i.e., low bidder, delivery schedule, technical competence, etc.

- (3) The number of quotes solicited and received, i.e. extent of competition.
- (4) A rating of the subcontractor's competence (fair, good, excellent).
- (5) Type of contract and estimated cost and fee or profit.
- (6) Affiliation with Contractor, if any.
- (7) Whether or not subcontractor is a small business concern or a minority business concern.

**Consultants:** If the Contractor proposes the use of named consultants, provide the following:

- (1) Resume.
- (2) Details regarding the proposed rate and its reasonability, and justification for selecting the consultant.
- (3) Details of what cost elements are included in the rate, and what costs would be charged over and above the rate.
- (4) A signed statement from the consultant that the rate is a "Most Favored Customer Rate," or the reason it was not offered.
- (5) A rate comparison which details that the rate proposed is comparable to the rates of other consultants doing similar types of work.
- (6) The Contractor shall prepare a technical evaluation of the need to employ a consultant, which shall include the consultant's technical ability to perform the desired work, along with a statement to the effect that in-house resources are unavailable for performance of the effort.
- (7) A signed consulting agreement.
- (8) An invoice substantiating the proposed rate and confirmation of payment.

b. Preparation of Section Two, Additional Information.

Estimating Procedure. Include a discussion of the rationale used in estimating the various cost elements. For effective negotiations, it is essential that there be a clear understanding of:

- (1) The existing verifiable data;
- (2) The judgmental factors applied in projecting from known data to the estimate;
- (3) The contingencies used in the proposed costs for Phase II.

NOTE: The contractor shall not proceed with any Subsequent Phase activity without written Contracting Officer approval.

**H.33 EXERCISE OF OPTION**

There is determined to be a decision point falling at the conclusion of “Phase I” [Refer to Part I, Section B, Article B.1. If at the time of the decision point, the Government determines that it is advantageous to the Government to exercise the Option, the Contracting Officer will authorize the exercise of this Option.

If it is determined that it would not be advantageous to the Government to exercise the Option, the contracting Officer shall not authorize exercise of the Option.

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**ATTACHMENT A**

**STATEMENT OF PROGRAM OBJECTIVES**

## **STATEMENT OF PROGRAM OBJECTIVES**

### **ATTACHMENT A1 - OBJECTIVES AND BACKGROUND**

#### **“Decontamination/Destruction Technology Demonstration for Organics in Transuranic Waste”**

##### **A. OBJECTIVES:**

The objective of this solicitation is to demonstrate technologies for the decontamination and/or destruction of organics in transuranic, plutonium-238 contaminated, heterogeneous waste. These include oxidation, reduction, or decontamination technologies to treat the waste stream. Incineration technologies are specifically excluded. This work will be performed in phases as follows:

- Phase I – Proof of Principle Cold Demonstration (for all technologies).
- Phase II (Optional) --- Proof of Principle Actual Waste Demonstration (for decontamination technologies).
- Phase III – 1/5<sup>th</sup> or Larger Scale Cold Demonstration (future option).
- Phase IV – 1/5<sup>th</sup> or Larger Scale Qualification and Actual Waste Treatment (future option).

##### **B. BACKGROUND:**

The United States Department of Energy’s Savannah River Site, near Aiken, South Carolina, stores high activity plutonium-238 contaminated transuranic waste. This waste may not be shippable to the Waste Isolation Pilot Plant in TRUPACT-II containers due to excessive generation of hydrogen gas as a result of radiolysis of organic constituents in the waste matrix. Treatment of this waste to either destroy the organics eliminating the source of hydrogen, or decontamination to remove a significant portion of the plutonium-238 contamination from the matrix, would allow the waste to meet the TRUPACT-II hydrogen concentration limit of five percent (5%).

##### **C. WASTE CONTAMINANTS:**

The drum contents consist of heterogeneous job control waste primarily contaminated with plutonium-238 oxide. The drum is lined with a polyvinylchloride liner. Waste is placed in the drum in four to six layers of polyvinylchloride bags. Drums may contain numerous waste bags. Waste contents include polyvinylchloride, cellulose, metals, and other job control waste, and may contain cans and bottles (both metal and plastic) containing hazardous liquids. Refer to Table 1 and Table 2 for the details and the range of the cross section of a typical waste drum.

Any of the following regulated contaminants may be present in the actual wastes. In the proposed demonstration, select materials will be added in sufficient concentrations to demonstrate that the process can operate safely in their presence. The Offeror can request any additional additives, which the Offeror believes should be tested to demonstrate the process in the Test Plan.

- Acids and bases may exist either as dried residue or as liquid trapped in containers – hydrochloric acid, nitric acid, sulfuric acid, caustic soda.
- Chlorinated hydrocarbon solvents would not be expected to be above the parts per million range in the air space, however, they could be present in the liquid form trapped in containers (bottles, cans) – carbon tetrachloride, chloroform, perchloroethylene, trichloroethylene, etc.
- Combustibles may exist as liquids trapped in containers - acetone, isopropyl alcohol, methanol.
- Radionuclides of concern in the actual wastes include primarily submicron plutonium-238 oxide particles. Trace amounts of other transuranics may also be present (plutonium-239, plutonium-241, etc.).
- Toxic metals would be present in the solid form such as cadmium coated materials, chromium coated materials, lead coated materials, lead shot in rubber gloves), mercury coated materials, and mercury thermometers.

#### **D. SURROGATE WASTE MATRIX:**

For the Phase I – Proof of Principle Cold Demonstration - the Offeror will make up the surrogate waste matrix containing materials listed in Table 1 and Table 2. The Offeror is to design a surrogate waste matrix to demonstrate the capabilities of the process.

The following spikes shall be added to the test matrix in enough batches to demonstrate predictable mass and energy control, as well as containment.

- Chlorinate Hydrocarbons – carbon tetrachloride at one weight percent and perchloroethylene at one weight percent.
- Surrogate Radionuclides – submicron ceria will be added in Phase I to a level sufficient to support the Offeror's tests to demonstrate containment and material holdup in the process.
- Toxic Metals – lead in elemental form at one weight percent and mercury in elemental form at one weight percent.

For the Phase II – Proof of Principle Actual Waste Demonstration – the Savannah River Site will prepare the surrogate waste matrix.

The Savannah River Site transuranic waste consists primarily of heterogeneous organic materials contaminated with extremely fine high alpha activity plutonium-238 particulate, and hazardous constituents. The waste may also contain metallic objects. Refer to Table 1 for the organic – combustible – material in the matrix, and to Table 2 for the inorganic – incombustible – material in the matrix.

**Table 1. Organic (Combustible) Material in Transuranic Waste and Mass Concentrations in Transuranic Waste Drums**

Item	Physical Description	Mass Concentration In Transuranic Drums	
		Average	Maximum
Polyvinylchloride	Huts/Bags 8-20 mils	1-5	90
	Bottles (reagents)	1-5	50
	Pipe ½” - 1 “ diameter/3’ long	0-2	90
	Tape (plastic, nylon, electrical)	0-1	5
	Hose (breathing, Nylobrade)	0-1	50
	Plastic shoecovers	0-5	50
	Protective Clothing (Plastic Suits)	0-2	50
	Films (Plastics)	0-1	10
	Plexiglas	0-2	50
	Valves	0-5	20
	Valve handles	0-2	10
	Lexan	0-2	50
	Gloves (Nitride, Acid)	0-2	5
Polyethylene	5 Gallon Bottles, carboy bottles	0-1	20
	90 mil drum liner (separate – 16 lbs./drum)		
Polystyrene	1 liter bottle	0-1	20
Polypropylene	Kim wipes	0-1	5
	Filters	0-1	10
Cellulose	Paper	0-2	5
	Celite	0-2	5
	Kotex	0-5	50
	Cloth-Coveralls	0-10	100
	Mop Heads (Manmade & Natural Fiber)	0-3	50
	Craft paper	0-5	70
	Masking Tape	0-1	5
	Cartons	0-5	20
	Wood (planks, HEPA Housings)	0-1	90
	Sponges	0-5	20

	Leather gloves	0-1	10
	Ceiling Panels	0-1	90
	Oil Dry	0-5	50
	Filters (cartridges)	0-5	20
Rubber	Dry Box Gloves – Non Leaded	0-10	90
	Wet Box Gloves – Leaded	0-10	90
	Dry Box Gloves – Leaded	0-10	90
	Surgeon's Gloves	0-2	5
	Rough Grip Gloves	0-2	5
Miscellaneous**	Cleaner* (BH-38)	0-1	10
	Isoclean*	0-1	10
	Scene*	0-1	10
	Magnaflux*	0-1	10
	Spray paint (liquid)	0-1	10
	Bleach*	0-1	10
	Oil*	0-1	10
	Calcium Oxide	0-5	10

Notes on Table 1

\* Maybe included in bottles, cans, or absorbent wiping materials (cellulose)

\*\* Bottles, cans, or absorbent material may also contain trace quantities of Resource Conservation and Recovery Act chemicals

**Table 2. Inorganic (Non-Combustible) Material in Transuranic Waste and Mass Concentrations in Transuranic Waste Drums**

Item	Physical Description	Mass Concentration in Transuranic Drum (%)	
		Average	Maximum
Metals		0-20	90
Carbon Steel	Spray paint (container) Tools Cans Pipe Tubing Hardware Hot Plate		
Stainless Steel	Instruments Motors Scales Agitators Valves Valve handles Beakers Cans Pipe Equipment		
Tin	Button cans Oxide cans		
Copper	Wiring Tubing		
Lead	Aprons Bricks Acryl Lead		
Cadmium	Sheets	0-5	20
Platinum	Wires, sheets, and other small structural forms	0-5	20
Ceramics	Glass	0-2	90
	Beakers	0-2	20
	Sheet Rock	0-2	90
	Miscellaneous	0-2	90
	Thermometer (Mercury)	0-1	5
	Concrete	0-5	90
	Sand (MgO <sub>2</sub> )	0-5	50
	HEPA Filters (Media)	0-5	30
Resins	Cation/Anion	0-5	50



**E. CONTAINMENT CELL OPERATION (FOR DECONTAMINATION TECHNOLOGIES):**

The Phase II – Proof of Principle Actual Waste Demonstration (for decontamination technologies) - will be conducted in a containment cell at the Savannah River Site. In order for the Offeror to size the system, information on the containment cell, and on the operations within the containment cell, are contained in the following paragraphs.

The containment cell has an 11.5 inch by 11.5 inch rectangular port that is 12 inches in length. A bag-out porthole (8-inch diameter) for removing material and equipment is located in the bottom of a rectangular exit port that has identical dimensions to the entry port. The equipment must fit within the entry port and be moved the length of the entry port into the containment cell.

Items exiting the containment cell normally would be placed in the exit port and then dropped through the eight-inch diameter bag out porthole into a plastic bag. The equipment needs to be designed so that it can be removed from the containment cell or easily disassembled for removal through the eight-inch bag-out port in the exit port.

The containment cell workstation is 48 inches wide by 30 inches high by 18 inches deep. The containment cell has a drain what will accept a high activity waste stream within the waste criteria requirements. There are six receptacle outlets in the containment cell.

Working deck space that is reduced to 50 percent of the available workspace due to combustible or waste accumulation must be placed back into safe condition as soon as practical, not to exceed the end of the work shift.

## **STATEMENT OF PROGRAM OBJECTIVES**

### **ATTACHMENT A2 - APPROACH AND REQUIREMENTS**

#### **GENERAL PROGRAM APPROACH**

This statement of objectives is provide in two phases: Phase I is for all technologies. Phase II is additional for decontamination technologies.

The current statement of objectives is to the proposed technology proof of principle demonstration(s). Private sector proposals are solicited for Phase I for the oxidation/reduction technologies, and for Phase I and Phase II for the decontamination technologies. Offeror's proposal submittals shall include documentation that demonstrates the offeror's capabilities in supporting a 1/5<sup>th</sup> or larger scale demonstration of the complete process for actual waste streams for future considerations.

The offeror may also propose phase III and IV effort as an optional work and the Government may exercise the option based on the results of the proof of principle demonstrations and applicability to the site needs.

The Phase I will be performed at the offeror's site, with the offeror's selected processes and chemicals. DOE has no plans to provide any hazardous materials to the offerors to process. If the offeror's process generates hazardous materials in Phase I, the offeror's, not DOE, will be responsible to dispose of the waste generated at their site.

#### **Phase I – Proof of Principle Cold Demonstration - Approach**

For all proposed technologies, the Offeror will plan and conduct a Proof of Principle Cold Demonstration at the Offeror's Facility.

The phase will demonstrate, on a non-radioactive surrogate matrix (cold demonstration), an oxidation destruction, a reduction destruction, or a decontamination process for the organic materials in radioactive heterogeneous debris at the Savannah River Site.

The cold demonstration of the oxidation/reduction technology should prove the effectiveness of the proposed technology to destroy organic constituents in a non-radioactive surrogate heterogeneous debris waste matrix that includes hazardous constituents. The cold demonstration of the decontamination technology should prove the process viability and safety prior to proceeding to Phase II (decontamination proof of principle demonstration with real radioactive waste). The process must accomplish this

task without emitting undesirable products in the off gas. This includes off gas from the primary treatment unit to the atmospheric protection and control system, and effluents from the atmospheric protection system, by eliminating the conditions that lead to *de novo* synthesis of dioxins and furans in the atmospheric protection system.

### **Phase I – Proof of Principle Cold Demonstration – Requirements**

The process shall be designed to meet these requirements:

- The system shall produce no dioxins and furans.
- The system shall be able to maintain near absolute containment of radionuclides.
- The system shall require minimal pretreatment (sorting, size reduction, shredding) of the waste stream.
- The system shall produce waste forms that meet the Waste Isolation Pilot Plant Waste Acceptance Criteria.
- The system shall produce waste forms that meet the TRUPACT-II packaging and shipping requirements.
- The system shall demonstrate disposal paths for any secondary non-transuranic waste generated by the process.
- The system shall require minimal off gas control processes and monitoring instruments.
- For decontamination systems -The system shall attain a minimal decontamination factor of 100.

### **Phase II (Optional) – Proof of Principle Actual Waste Demonstration - Approach**

For all proposed decontamination technologies, the Offeror will plan and conduct a Proof of Principle Actual Waste Demonstration in a containment cell at the Savannah River Site.

The goal of the phase is to demonstrate an effective decontamination technology for separating plutonium-238 oxide from organic and inorganic components in a heterogeneous debris waste stream that was generated at the Savannah River Site. The partial or complete destruction of the organics as a result of the decontamination process is also acceptable.

The primary radioactive constituent of the actual waste stream is sub-micron plutonium-238 particles. The successful technology must provide essentially absolute containment of plutonium-238 oxide that will be used for the demonstration. The testing will be in a glovebox operation at the Savannah River Site. Successful demonstration will meet the decontamination performance specifications – a decontamination factor of at least 100.

The project objectives of this phase are to:

- Demonstrate the Offeror's capability to decontaminate plutonium-238 from an organic and inorganic waste matrix in a batch vessel located in a designated containment cell at the Savannah River Site.
- Clean up all existing waste streams using off gas treatment (if necessary), and treat primary and secondary waste streams to produce waste forms that meet the Savannah River Site waste acceptance requirements.

## **Phase II – Proof of Principle Actual Waste Demonstration - Requirements**

The system shall be designed to meet these requirements:

- The system shall produce no dioxins and furans.
- The system shall be able to maintain near absolute containment of radionuclides.
- The system shall require minimal pretreatment (sorting, size reduction, shredding) of the waste stream.
- The system shall produce waste forms that meet the Waste Isolation Pilot Plant Waste Acceptance Criteria.
- The system shall produce waste forms that meet the TRUPACT-II packaging and shipping requirements.
- The system shall require minimal off gas control processes and monitoring instruments.
- The system shall attain a minimal decontamination factor of 100.

## **Phase III - 1/5<sup>th</sup> Scale or Larger Cold Demonstration – Approach (Phased Acquisition)**

The Government may solicit, from the Offeror's that successfully demonstrated a proposed technology, the submission of a proposal for a 1/5<sup>th</sup> scale or larger cold demonstration project from input feed to output stabilization.

This phase shall include these activities:

- Design of the 1/5<sup>th</sup> scale or larger treatment unit to meet or exceed project goals.
- Preparation of a Project Management Plan
- Preparation of Environmental and Safety Documentation
- Preparation of Performance Requirements
- Preparation of Design Criteria
- Preparation of Conceptual Design Package

- Preparation of Detailed Design Package
- Preparation of Procurement Packages
- Conduct of System Fabrication, Installation, and Shakedown
- Preparation of Test Plan to meet or exceed project goals.
- Preparation of Regulatory Strategy to meet or exceed project goals.
- Preparation of Decommissioning and Disposal Plan
- Preparation of 1/5<sup>th</sup> or Larger Scale Preconceptual Design for Qualification and Actual Waste Treatment incorporating state of the art technology for operation in a radioactive alpha contamination environment.

### **Phase III - 1/5<sup>th</sup> Scale or Larger Cold Demonstration – Requirements (Phased Acquisition)**

The 1/5<sup>th</sup> Scale or Larger Cold Demonstration process shall be designed to demonstrate that the full-scale production system will meet these requirements:

- The process shall demonstrate cost effective throughput.
- Minimal pretreatment, and preferably be able to handle an entire 55 –gallon drum liner filled with waste in a single batch.
- The process shall operate at conditions precluding significant volatilization of radionuclides.
- The process shall provide essentially absolute containment for sub-micron radionuclide particles contained in the waste.
- The process equipment shall pass a helium leak test similar to that used for plutonium process design, and periodic swipes will be analyzed to track particulate escape from the entire process including pre-treatment and post-treatment systems.
- For oxidation or reduction destruction processes - the process shall destroy the total hydrogenous organic fraction of waste to less than five weight percent, with no one organic constituent at greater than 1 weight percent
- For decontamination processes – the process shall be able to attain a decontamination factor of 100.
- The process shall produce a stable waste form for meeting shipping and disposal criteria for the Waste Isolation Pilot Plant.
- The process shall provide for a minimum duration of operation necessary to demonstrate ease of operation, maintainability, reliability, and safety of the operation while producing consistent treatment results.
- The process shall minimize the operational controls necessary to preclude criticality.
- The process shall locate instrumentation outside the process area.

- The process shall use modularized electrical components.
- The process shall allow for containment cell operation, maintenance, and disassembly – this inherently requires process simplicity due to access limitations.
- The process shall be enclosed in a containment cell mockup to demonstrate the operation under these conditions.
- The process shall minimize radiological exposure to workers and the public.
- The process shall use oxidants that are commercially available or readily prepared.
  
- The process shall use oxidants that behave in a controlled and predictable manner.
- The process shall minimize the need for detailed characterization beyond x-ray tomography.
- The process shall minimize the need for feed preparation and material handling.
- The process shall minimize gaseous emissions other than carbon dioxide, nitrogen, oxygen and water.
- The process shall not generate dioxins and furans.
- The process off gas systems shall be compatible with existing permitted off gas systems in order to meet the permitting requirements.
- The process shall minimize the generation (volume) of secondary waste streams.
- The process shall demonstrate paths for the disposal of secondary wastes.

**Phase IV - 1/5<sup>th</sup> Scale or Larger Qualification and Actual Waste Treatment –  
Approach (Phased Acquisition)**

The Government may, at its option, solicit from the Offeror's that successfully demonstrates a 1/5<sup>th</sup> scale or larger system, the submission of a proposal for a 1/5<sup>th</sup> scale or larger qualification and actual waste treatment system.

## **STATEMENT OF PROGRAM OBJECTIVES**

### **ATTACHMENT A3 - POINTS OF CONTACT AND REFERENCES**

#### **POINTS OF CONTACT**

The following is a list of points of contact for the project. The points of contact are provide to enable technology vendors an opportunity to discuss and tailor the proposals to meet the specific need.

##### Transuranic and Mixed Waste Focus Area

##### Alternatives to Incineration to Reduce Emission Hazards

For questions concerning the strategy of treating waste without the incineration option, call:

Vince Maio  
Idaho National Engineering and Environmental Laboratory  
Post Office Box 1675  
Idaho Falls, Idaho 83415-3875  
(208) 526-3696  
(208) 526-1061 (fax)  
vmaio@inel.gov

Greg Hulet  
Idaho National Engineering and Environmental Laboratory  
Post Office Box 1675  
Idaho Falls, Idaho 83415-3875  
(208) 526-0283  
(208) 526-1061 (fax)  
hag@inel.gov

Description: The objective of this work package is to develop, demonstrate, and deploy lower temperature alternatives to incineration for the destruction or decontamination of organics in plutonium contaminated waste. For some classifications of transuranic mixed waste destined for the Waste Isolation Pilot Plant, alternative oxidation/reduction or decontamination technologies may be required either to destroy the organic matrix or decontaminate the organics to sufficient level to minimize the generation due to radiolysis.

### Savannah River Site Waste Operations

For questions concerning the waste stream composition, call:

Vinod Bhambri  
Westinghouse Savannah River Company  
Building 705-3C  
Aiken, South Carolina 29808  
(803) 557-6334  
(803) 557-6306 (fax)  
vinod.bhambri@srs.gov

Description: The waste stream composition is described in Section J, Attachment A1.

### Transuranic and Mixed Waste Focus Area

For question concerning the requirements, call:

Jim Johnesee  
Idaho National Engineering and Environmental Laboratory  
Post Office Box 1675  
Idaho Falls, Idaho 83415-3975  
(208) 526-1345  
(208) 526-1061 (fax)  
johnja@inel.gov

Description – The requirements are listed in Section J, Attachment A2.

### **REFERENCE**

<http://mwfadata.inel.gov/doclistneed.asp?id-,w07>

### **WORLD WIDE WEB SITE**

<http://wasetnot.inel.gov/mwfa/incdoc.html>



**ATTACHMENT B**

**REPORTING REQUIREMENTS CHECKLIST**

# REPORTING REQUIREMENTS CHECKLIST

<b>1. Awardee:</b>	<b>2. Identification Number:</b> DE-RA26-01NT40981																																								
<b>3. Report Submission Address:</b> <i>The requested quantity of all required report deliverables shall be submitted to the following address:</i>  <b>NETL AAD Document Control Bldg. 921</b> <b>U.S. Department of Energy</b> <b>National Energy Technology Laboratory</b> <b>P.O. Box 10940</b> <b>Pittsburgh, PA 15236-0940</b>																																									
<b>4. Planning and Reporting Requirements:</b> <table border="1" style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:50%;"></th> <th style="width:10%;">Form No.</th> <th style="width:10%;">Freq.</th> <th style="width:10%;">Number of Copies</th> <th style="width:50%;"></th> <th style="width:10%;">Form No.</th> <th style="width:10%;">Freq.</th> <th style="width:10%;">Number of Copies</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> <b>A. General Management</b>             * <input checked="" type="checkbox"/> Management Plan  <input checked="" type="checkbox"/> Status Report  <input type="checkbox"/> Summary Report         </td> <td style="vertical-align: top;">None None 1332.2</td> <td style="vertical-align: top;">O,C M</td> <td style="vertical-align: top;">4 4</td> <td style="vertical-align: top;"> <b>E. 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<p>* The yearly plans, identified as required in Sections 4A and 4B, are due by September 15 for the following Federal fiscal year.</p>																																									

## 6. SPECIAL INSTRUCTIONS:

The forms identified in the checklist are available at <http://www.netl.doe.gov/business/forms/forms.html>. Alternate formats are acceptable provided the contents remain consistent with the form. All **technical reports** submitted to the DOE **must** be accompanied by a completed and signed **NETL F 510.1-5**, addressing patent information.

## **B.1 GENERAL INSTRUCTIONS FOR THE PREPARATION AND SUBMISSION OF REPORTS (MAR 1999)**

The contractor shall prepare and submit (postage prepaid) the plans and reports indicated on the "Reporting Requirements Checklist" to the addressee identified on the checklist. The level of detail the contractor provides in the plans and reports shall be commensurate with the scope and complexity of the effort and shall be as delineated in the guidelines and instructions contained herein. The prime contractor shall be responsible for acquiring data from any subcontractors to ensure that data submitted are compatible with the data elements which prime contractors are required to submit to DOE.

## **B.2 MANAGEMENT PLAN (JAN 2000)**

The Management Plan describes the contractor's approach to performing the effort and producing the products identified in the contractual agreement, and the technical, schedule, cost, and financial management control systems to be used to manage performance.

The outline for the Management Plan and a description of the contents follows:

### **EXECUTIVE SUMMARY**

The executive summary gives DOE/NETL's management a brief, comprehensive overview of the most important aspects of the management plan.

### **BACKGROUND**

This is a discussion of the background of the project, including the scientific, sociological, legislative, and historical factors, that demonstrates the contractor's understanding of the problems, both technical and management, associated with the project.

### **SCOPE OF THE PROJECT**

This section gives a brief overview of the project. It should include:

- general description of project objectives;
- task titles and short descriptions;
- participants.

### **WORK BREAKDOWN STRUCTURE (WBS)**

The scope and complexity of the contractual agreement influence the number of levels required. Each descending level represents an increasingly detailed definition of the work

elements. Level 1 is the goal or objective of the contractual agreement in its entirety. Level 2 consists of the major work products necessary for achieving the goals of the contractual agreement. Level 3 outlines the major element segments (subsystems) necessary for completing Level 2 elements. Work breakdown structure elements are identified by name and number from a progressive, alphanumeric system. For example:

Example:

WBS Level 1: The overview should describe the philosophy underlying the selected technical approach.

WBS Levels 2 and 3: \_\_\_\_\_

WBS ELEMENT X.X: \_\_\_\_\_ (TITLE)

OBJECTIVE: State the objective of the task in a concise manner.

**BACKGROUND (Not required for Construction Tasks):**

With respect to the project objective, what is the current state of understanding?

Given the state-of-the-art, what are the outstanding issues which must be resolved in order to make progress?

**TECHNICAL APPROACH (Not required for Construction Tasks):** Describe in detail the manner in which the various issues will be resolved. The following are aspects of the work which should be considered and addressed (along with others you feel appropriate):

What experiments will be performed and why?

What materials will be used?

What are the experimental conditions?

What analytical techniques will be employed?

What will be the approach to modeling?

In answering these questions, you should consider how the various tasks relate to one another and to other relevant ongoing work. Task outputs which feed into other tasks (and vice-versa) should be clearly delineated.

**DELIVERABLES (Not required for Construction Tasks):** Describe specifically the results of the task. These should include:

raw and reduced data and method of presentation;

brief description of models to be developed;

other key results as appropriate.

## **SUPPORT SYSTEMS AND CONTROLS**

In this section, the management, technical, and administrative system that will be used to control and execute the project will be described. Examples of the systems include: systems and engineering analysis, quality assurance, environmental, safety and health, legal support, ADP support, and accounting support.

### **B.3 STATUS REPORT (MAR 1999)**

The Status Report is the contractor's project manager brief narrative assessment (by WBS) of the work actually performed and the overall status of the various tasks.

The Status Report provides a concise narrative assessment of the status of the work being performed under the contractual agreement. DOE management uses the report to monitor status and to provide early recognition of potential problem areas. The report highlights changes to objectives, changes to technical approach, relationship to previously planned activities, task variances from baselines in excess of stipulated thresholds by WBS reporting element, causative factors, and actions taken or proposed to resolve them, list of presentations and publications, as well as factors with potential for causing significant variances in the future. Task progress of major accomplishments for each task in bullet form may also be highlighted. The report identifies open items requiring action by DOE or the contractor. The report also provides a summary assessment of the current situation, including forecast of the near future and the expected impact on project accomplishment.

### **B.4 SUMMARY REPORT (DOE F 1332.2) (MAR 1999)**

The Summary Report provides a concise, top-level summary of schedule, labor, and cost performance against the baseline plans. Most data are presented graphically. The format permits rapid visual comparison of schedule, labor, and cost data. There are three segments: a cost status graph, a labor status graph, and a milestone chart. The cost and labor graphs are cumulative presentations. Planned and actual numerical data presented are for the period specified. Labor and cost variances are shown on a monthly and cumulative basis.

## **B.5 MILESTONE SCHEDULE/PLAN (DOE F 1332.3) (MAR 1999)**

The Milestone Schedule Plan documents the planned or baseline project schedule in the standard DOE format (DOE F 1332.3). It includes a summary sheet showing all tasks/elements identified in the Work Breakdown Structure on a single form, and, for complex efforts, a separate sheet for each task/element which gives more detail. The planned events and milestones for each task/element are included. The standard symbols and charting conventions described on the reverse side of the form are used. The summary sheet includes a line labeled "administration," and denotes events such as subcontract awards, project reviews, etc. An associated milestone log (DOE F 4600.3A) provides a narrative description of events and anticipated dates of initiation/completion.

## **B.6 LABOR PLAN (DOE F 1332.4) (MAR 1999)**

The Labor Plan establishes the planned utilization of labor for the term of the contract necessary to complete the planned work. For projects being managed at the fourth level of the WBS or greater, DOE F 1332.4, Labor Plan, is used. This information must also be reported by WBS element.

## **B.7 COST PLAN (DOE F 1332.7) (MAR 1999)**

The Cost Plan establishes the plan for accruing total costs by WBS element for the life of the contractual agreement. The time-phased baseline establishes the basis for the measurement of actual cost accumulation and provides basic information for updating and forecasting budget requirements. The Cost Plan itemizes accrued costs by WBS element for prior fiscal years, the current fiscal year by month, and future fiscal years until completion of the contractual agreement. For projects being managed to the fourth WBS level, additional forms show cost detail for each task individually.

## **B.8 MILESTONE SCHEDULE/STATUS REPORT (DOE F 1332.3) (MAR 1999)**

The Milestone Schedule/Status Report is used for reporting schedule status and shows the completion status of the activities and events at the same level of detail as shown on the Milestone Schedule Plan. The report also shows changes to the planned schedule. Like the Milestone Schedule/Plan, information is reported by WBS element. DOE Form 1332.3 is used for reporting schedule status.

#### **B.9 LABOR MANAGEMENT REPORT (DOE F 1332.8) (MAR 1999)**

This is a periodic report of the status of the labor resources utilization to be compared with the Labor Plan. Labor information is reported by WBS element.

#### **B.10 COST MANAGEMENT REPORT (DOE F 1332.9) (MAR 1999)**

This is a periodic report that shows the cost status of the contract and is compared with the Cost Plan. Information is reported by WBS element.

#### **B.11 CONFERENCE RECORD (MAR 1999)**

The "Conference Record" documents for the DOE Contracting Officer's Representative (COR), DOE Contracting Officer, and the contractor an understanding of significant decisions, direction or redirection, or required actions resulting from meetings with DOE representatives. It is required for any meeting, conference, or phone conversation in which a decision is made that may change the schedule, labor, cost, or technical aspects of the contractual agreement or the approved baseline plans. The report shall contain the following information as applicable:

1. Report title ("Conference Record"), number, and the date prepared.
2. Contract title and number, and the contractor's name and address.
3. Date of meeting or telephone conversation, with a list of those involved and their titles.
4. Subject(s) discussed, decisions reached, and directions given.
5. Variances from previous directions and conclusions.
6. Required actions.
7. Distribution.
8. Signature of preparer.

#### **B.12 HOT LINE REPORT (JAN 2000)**

The "Hot Line" Report may be used to report a major breakthrough in research, development, or design; an event causing a significant schedule slippage or cost overrun; an environmental, safety and health violation; achievement of or failure to achieve an important technical objective; or any requirement for quickly documented direction or redirection. The report shall be submitted by the most rapid means available, usually electronic, and should confirm telephone conversations with DOE representatives. Identification as a "Hot Line Report" serves notice at each link in the delivery chain that expedition in handling is required. Unless otherwise agreed by the parties involved, DOE is expected to take action and respond in a similarly timely manner. The report should include:

1. Contractor's name and address;
2. Contract title and number;
3. Date;
4. Brief statement of problem or event;
5. Anticipated impacts; and
6. Corrective action taken or recommended.

Hot line reports shall document the incidents listed below:

1. Any single fatality or injuries requiring hospitalization of five or more individuals is to be immediately reported.
2. Any significant environmental permit violation is to be reported as soon as possible, but within 24 hours of the discovery of the incident.
3. Other incidents that have the potential for high visibility in the media are to be reported as quickly as possible, but within 24 hours following discovery.
4. Any failure resulting in damage to Government-owned equipment in excess of \$50,000 is to be reported as quickly as possible, but within 24 hours of the discovery of the failure.
5. Any unplanned event which is anticipated to cause a schedule slippage or cost increase significant to the project is to be reported within 24 hours.
6. Any verbal or written Notice of Violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported.
7. Any accidental spill or release which is in violation of any Environmental, Safety, and Health statutes arising from the performance of this contract is to be immediately reported, but within 24 hours of the discovery of the accident.
8. Any incident which causes a significant process or hazard control system failure, or is indicative of one which may lead to any of the above defined incidents, is to be reported as soon as possible, but within 5 days of discovery.

The requirement to submit Hot Line Reports for the incidents identified in 1, 2, 3, 6, or 7 is for the sole purpose of enabling DOE officials to respond to questions relating to such events from the media and other public.



When an incident is reported in accordance with 4, 5, 6, 7, or 8, the contractor shall conduct an investigation of its cause and make an assessment of the adequacy of resultant action. A written report is required no later than ten (10) calendar days following the incident and shall include an analysis of the pertinent facts regarding the cause, and a schedule of the remedial events and time periods necessary to correct the action.

When an event results in the need to issue a written or verbal statement to the local media, the statement is to be cleared first; if possible, and coordinated with NETL Management and Communications Division, the Contracting Officer Representative (COR) and the Contracting Officer.

**B.13 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY LARGE BUSINESSES FOR DOE REVIEW (SEPT 2000)**

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 510.1-5, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall simultaneously submit a draft version of the document to the DOE COR and the DOE Patent Counsel Office prior to the publication, presentation, or announcement. The document submitted to the DOE Patent Counsel shall be accompanied by a completed NETL Form 510.1-5. The DOE COR and DOE Patent Counsel shall review the draft version of the document and notify the Contractor of approval or recommended changes. The approved final version shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

**B.14 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY A SMALL BUSINESS OR NONPROFIT ORGANIZATION FOR DOE REVIEW (SEPT 2000)**

The Contractor shall submit to DOE for review and approval all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work

supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 510.1-5, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall submit a draft version of the document to the COR prior to the publication, presentation, or announcement. The COR shall review the draft version of the document and notify the Contractor of approval or recommended changes. The final version, along with a completed NETL Form 510.1-5, shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

**B.15 JOURNAL ARTICLES, CONFERENCE PAPERS AND PROCEEDINGS GENERATED BY A UNIVERSITY FOR DOE REVIEW (SEPT 2000)**

The Contractor shall submit to DOE for review and comment all documents generated by the Contractor, or any subcontractor, which communicate the results of scientific or technical work supported by DOE under this award, whether or not specifically identified in the award, prior to submission for publication, announcement, or presentation. Such documents include journal articles, conference papers and proceedings, etc. Each such document shall be accompanied by a properly completed NETL Form 510.1-5, "Request for Patent Clearance for Release of Contracted Research Documents."

The Contractor shall submit a draft version of the document to the COR prior to the publication, presentation, or announcement. The COR shall review the draft version of the document and notify the Contractor of recommended changes. The final version, along with a completed NETL Form 510.1-5, shall be submitted to the NETL AAD Document Control Coordinator.

The following information shall be provided for conference papers and proceedings, etc.

- Name of conference
- Location of conference (city, state, and country)
- Date of conference (month/day/year)
- Conference sponsor

## **B.16 ENVIRONMENTAL (OCT 2000)**

In response, in part, to the requirements of the National Environmental Policy Act of 1969 (NEPA) and other related environmental statutes, the National Energy Technology Laboratory (NETL) requires the submission of various documents that assess the environmental aspects and projected impacts of all of its proposed actions. These documents may include the following: (1) Hazardous Substance Plan; (2) Hazardous Waste Report; (3) Environmental Compliance Plan; (4) Environmental Monitoring Plan; and (5) Environmental Status Reports.

The environmental information provided in these documents will enable NETL to fulfill its responsibilities under NEPA (additional information about the requirements of the National Environmental Policy Act can be found in the DOE NEPA Compliance Guide and 40 CFR 1021) and to monitor the proposer's compliance with other environmental regulations. The implementation of any task associated with a proposed action will be dependent upon DOE submitting and acquiring approval of necessary NEPA documentation. Therefore, to minimize the risk of project delays, it is imperative that these reports be submitted in a timely manner.

The information contained herein specifies the basic environmental requirements for this procurement action, but it is not to be interpreted as containing all necessary information for any given project. Likewise, certain aspects of the requirements may not be applicable. Accordingly, the level of information provided should be sufficient for DOE to assess the environmental implications of the proposed action.

## **B.17 HAZARDOUS SUBSTANCE PLAN (MAR 1999)**

The Contractor shall submit a Hazardous Substance Plan not later than thirty (30) days after initial contract award. The Plan shall specifically identify each Hazardous Substance (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) anticipated to be purchased, utilized or generated in the performance of this contract. For each such Hazardous Substance identified, the Plan shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code
- Anticipated Quantity to be purchased, utilized or generated
- Anticipated Hazardous Waste Transporter
- Anticipated Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
- Anticipated Treatment Method

## **B.18 HAZARDOUS WASTE REPORT (MAR 1999)**

The Contractor shall submit a Hazardous Waste Report at the completion of contract performance. The Report shall specifically identify each Hazardous Waste (as defined under 40 CFR 261, Subpart D, entitled Lists of Hazardous Wastes) actually utilized, or generated in the performance of this contract. For each such Hazardous Waste identified, the Report shall specifically provide the following information:

- Description of Substance/Chemical
- EPA Hazardous Waste Number
- EPA Hazard Code
- Actual Quantity Disposed
- Actual Hazardous Waste Transporter
- Actual Hazardous Waste Disposal Facility Contractor and Location (City/Municipality, State)
- Actual Disposal Date
- Actual Treatment Method

The Hazardous Waste Report is intended as a final reconciliation of anticipated versus actual Hazardous Substances purchased, utilized, or generated in the performance of this contract.

## **B.19 ENVIRONMENTAL COMPLIANCE PLAN (JAN 2000)**

The Environmental Compliance Plan (ECP) shall be submitted within thirty (30) days of contract award and should outline an approach to implementing an environmental monitoring and reporting strategy. This strategy should include plans for submitting a Quality Assurance/Quality Control Plan and Pollution Prevention Plan (if an ECP is required, the format of the QA/QC Plan and Pollution Prevention Act will be determined in conjunction with the NETL environmental staff), conducting environmental monitoring of the proposed action and submitting Environmental Status Reports. The ECP should also address any concerns and/or deviations associated with the reporting and monitoring documents.

### Suggested Format for Environmental Compliance Plan (ECP):

#### **I. SUMMARY OF PROPOSED PROJECT**

#### **II. FEDERAL REGULATORY COMPLIANCE (Discuss how each of the following will be complied with, if applicable.)**

- A. National Historic Preservation Act
- B. Endangered Species Act

- C. Fish and Wildlife Coordination Act
- D. Floodplain/Wetlands Regulations
- E. Coastal Zone Management Act
- F. Farmland Protection Policy Act
- G. American Indian Religious Freedom Act
- H. Wild and Scenic Rivers Act
- I. Resource Conservation & Recovery Act
- J. Comprehensive Environmental Response, Compensation and Liability Act
- K. Clean Air Act
- L. Clean Water Act
- M. Pollution Prevention Act

III. STATE AND LOCAL REGULATORY COMPLIANCE (Discuss how any state and local regulations will be complied with.)

**B.20 ENVIRONMENTAL MONITORING PLAN (MAR 1999)**

IF DOE's analysis of the potential environmental impacts of the proposed action identifies a need for environmental monitoring, the Contractor will also submit a draft Environmental Monitoring Plan (EMP) within thirty (30) days of contract award. After consultation with DOE, the draft EMP will be revised, as necessary, and a final EMP will be prepared. The EMP may be revised as the project dictates.

The EMP should evaluate air, land, and water resources, and waste production, using three specific types of monitoring:

- A. Compliance Monitoring,
- B. Unregulated Pollutant Monitoring, and, if necessary,
- C. NEPA-related Monitoring.

Compliance monitoring, i.e., environmental and health monitoring required by Federal, State, and local regulatory agencies, should detail the location, frequency, duration, and substances being monitored. All necessary applications, permits, and licenses should be identified.

Unregulated pollutants, both the amount and type of each, should be monitored. This includes those pollutants (a) not currently regulated by State or Federal laws but for which new regulations are expected in the near future; (b) which may cause environmental or health concerns based on hazardous/toxic compound lists; and (c) which are expected in discharge streams based on test data or process chemistry.

Finally, NEPA-related monitoring should be implemented as necessary. It should identify and/or confirm the impacts of the substances produced and performance of the specific technologies as predicted in the NEPA document. It should also include reporting on any mitigation action identified in the Finding of No Significant Impact or Record of Decision as a condition of approval of the proposed action (reported annually).

## **B.21 ENVIRONMENTAL STATUS REPORT (MAR 1999)**

After approval of the comprehensive EMP, and as deemed necessary by the DOE Project Manager, information from environmental monitoring should be submitted in the form of Environmental Status Reports (ESRs). The necessity of these reports will depend on the size and nature of the project; they will be required quarterly.

The data reported in the ESRs will ensure that project impacts (a) do not violate applicable environmental regulations and (b) are not detrimental to human health or the environment. The information will also provide a database that can be utilized to mitigate environmental problems associated with commercializing any proposed technologies.

### Suggested Format for Environmental Status Reports

#### **I. SUMMARY OF MONITORING PERFORMED (Compliance and Supplemental Monitoring)**

##### **A. MONITORING PARAMETERS**

1. Location
2. Stage of Project (e.g., preconstruction, operational, etc.)
3. Source to be Monitored (e.g., stack emissions)
4. Method of Monitoring

##### **B. DATA ANALYSIS**

1. Identification/characterization of emissions, effluents, etc. and their concentration
2. Identification of problem areas/non-compliance
3. Suggestions for modifications/changes to the system
4. Recommendations to revise Monitoring Plan

## II. PERMIT COMPLIANCE STATUS

- A. Attach copies of compliance reports, analyses, correspondence between the Contractor and the appropriate regulatory agencies.
- B. Attach copies of all manifests, shipping documents, etc. pertaining to the disposal of wastes generated from the project.

### **B.22 TECHNICAL REPORTS (SEPT 2000)**

**CAUTION:** Technical reports SHALL NOT include Limited Rights Data (such as restricted, proprietary or business sensitive information). Limited Rights Data shall be submitted in a separate appendix to the technical report. This appendix SHALL NOT be submitted in an electronic format but rather submitted in ONE ORIGINAL AND THREE (3) PAPER COPIES along with the paper version of the sanitized technical report deliverable. The appendix shall be referenced in, but not incorporated into, the sanitized technical report deliverable under the contract. In accordance with FAR 52.227-14, Rights in Data-General, the appendix must be appropriately marked and identified.

Further, if this award authorizes the awardee under the provisions of The Energy Policy Act of 1992 to request protection from public disclosure for a limited period of time of certain information developed under this award, technical reports SHALL NOT contain such Protected EAct Information. Such information shall be submitted in a separate appendix to the technical report that is suitable for release after the agreed upon period of protection from public disclosure has expired. The appendix shall be referenced in, but not incorporated into, the sanitized technical report deliverable under the contract. In accordance with the clause titled "Obligations as to Protected Energy Policy Act (EAct) Information," the appendix must be appropriately marked and identified.

All TECHNICAL REPORTS submitted to the DOE MUST be accompanied by a completed and signed NETL F 510.1-5, addressing potentially patentable information.

### **B.23 TECHNICAL PROGRESS REPORT (ANNUAL, QUARTERLY, AND SEMI-ANNUAL) (MAR 1999)**

The body of the report should contain a full account of progress, problems encountered, plans for the next reporting period, and an assessment of the prospects for future progress.

The Technical Progress Report should include sufficient detail to allow the work to be reproduced by others. Results and reduced data shall be presented together with a discussion

of the relevance of the findings. When experimental systems and/or procedures are being utilized for the first time, they shall be described in detail. This description shall contain detailed information on equipment and procedures utilized, as well as providing a rationale for their use. All data reduction and transformation methods shall be fully documented. For every fourth calendar quarter for quarterly reports or every second half year for semi-annual reports, the report should be expanded to provide for detailed information on the results of the past year, problems encountered, significant accomplishments, listing of publications, presentations, and approaches to be taken the following year.

Informational items in technical progress reports shall include:

Experimental Apparatus -- A comprehensive description, including dimensioned drawings or sketches, of the apparatus and associated diagnostic measurement equipment employed to perform the experimental research.

Experimental and Operating Data -- All experimental data acquired during the course of research including detailed characterization of the sample materials subjected to experimentation.

Data Reduction -- A complete description of the methods employed to transform raw measured data into a form usable for interpretation along with any assumptions or restrictions inherent in the method and the resultant reduced data.

Hypothesis and Conclusions -- Logic for drawing conclusions or developing hypotheses shall be clearly stated along with applicable assumptions or restrictions.

## **B.24 FINAL TECHNICAL REPORT (MAR 1999)**

The Final Report shall document and summarize all work performed during the contract period in a comprehensive manner. It shall also present findings and/or conclusions produced as a consequence of this work. This report shall not merely be a compilation of information contained in subsequent quarterly, or other technical reports, but shall present that information in an integrated fashion, and shall be augmented with findings and conclusions drawn from the research as a whole.

The contractor shall deliver a draft copy of the final report sixty (60) days before the completion of the period of performance. The Government shall be allowed thirty (30) days to review the

draft copy and to notify the contractor, in writing, of approval or recommended changes. If the Government does not approve or recommend changes within thirty (30) days of receipt of the draft copy, the report shall be deemed approved. The approved final report is due on the contract completion date.



## **B.25 TOPICAL REPORT (MAR 1999)**

These reports usually provide a comprehensive statement of the technical results of the work performed for a specific task or subtask of the Statement of Work (SOW), or detail significant new scientific or technical advances. If required, DOE shall review and approve the report outline prior to submission of the report.

## **B.26 GUIDELINES FOR ORGANIZATION OF TECHNICAL REPORTS (DEC 1999)**

The following sections should be included (as appropriate) in technical reports in the sequence shown. Any section denoted by an asterisk is required in all technical reports.

**TITLE PAGE\*** - The Title Page of the report itself must contain the following information in the following sequence:

Report Title

Type of Report (Quarterly, Semi-Annual, Annual, Topical, Final)

Reporting Period Start Date

Reporting Period End Date

Principal Author(s)

Date Report was Issued (Month [spelled out] and Year [4 digits])

DOE Award Number (e.g., DE-AC26-99NT12345) and if appropriate, task number

Name and Address of Submitting Organization (This section should also contain the name and address of significant contractors or subcontractors who participated in the production of the report.)

**DISCLAIMER\*** -- The Disclaimer must follow the title page, and must contain the following paragraph:

“This report was prepared as an account of work sponsored by an agency of the United States Government. Neither the United States Government nor any agency thereof, nor any of their employees, makes any warranty, express or implied, or assumes any legal liability or responsibility for the accuracy, completeness, or usefulness of any information, apparatus, product, or process disclosed, or represents that its use would not infringe privately owned rights. Reference herein to any specific commercial product, process, or service by trade name, trademark, manufacturer, or otherwise does not necessarily constitute or imply its endorsement, recommendation, or favoring by the United States Government or any agency thereof. The views and opinions of authors expressed herein do not necessarily state or reflect those of the United States Government or any agency thereof.”

ABSTRACT\* - should be a brief, concise summary of the report.

TABLE OF CONTENTS\*

LIST(S) OF GRAPHICAL MATERIALS

INTRODUCTION

EXECUTIVE SUMMARY - this should be a well organized summary that highlights the important accomplishments of the research during the reporting period. It should be no less than one page and no more than two pages in length, and should be single spaced. This summary must be more comprehensive than the traditional “abstract.”

EXPERIMENTAL\* - this should describe, or reference all experimental methods being used for the research. It should also provide detail about materials and equipment being used. Standard methods can be referenced to the appropriate literature, where details can be obtained. Equipment should be described only if it is not standard, or if information is not available thru the literature or other reference publications.

RESULTS AND DISCUSSION\* - It is extremely important that this section includes enough relevant data, especially statistical data, to allow the project manager to justify the conclusions. With the relevant data, explain how the data was interpreted and how it relates to the original purpose of the research. Be concise in the discussion on how this research effort solved or contributed to solving the original problem.

CONCLUSION\* - The conclusion should not simply reiterate what was already included in the “Results and Discussion” section. It should, however, summarize what has already been presented, and include any logical implications of how the successes are relevant to technology development in the future. This is extremely important, since “relevancy” continues to be a criteria of the program.

REFERENCES\*

BIBLIOGRAPHY

LIST OF ACRONYMS AND ABBREVIATIONS

APPENDICES (IF NECESSARY)

Company Names and Logos -- Except as indicated above, company names, logos, or similar material should not be incorporated into reports.

Copyrighted Material -- Copyrighted material should not be submitted as part of a report unless written authorization to use such material is received from the copyright owner and is submitted to DOE with the report.

Measurement Units -- All reports to be delivered under this instrument shall use the SI Metric System of Units as the primary units of measure. When reporting units in all reports, primary SI units shall be followed by their U.S. Customary Equivalents in parentheses ( ).

The contractor shall insert the text of this clause, including this paragraph, in all subcontracts under this award.

Note: SI is an abbreviation for "Le Systeme International d'Unites."

## **B.27 ELECTRONIC MEDIA STANDARD FOR PREPARATION OF TECHNICAL REPORTS (DEC 1999)**

### **FILE FORMAT**

Production of high-quality, electronic documents is dependent on the quality of the input that is provided. Thus, the contractor shall submit one good quality paper copy using either permanent or alkaline paper plus an electronic version of each technical report.

ELECTRONIC REPORTS SHALL BE SUBMITTED IN THE ADOBE ACROBAT PORTABLE DOCUMENT FORMAT (PDF). ELECTRONIC REPORTS SUBMITTED IN A FORMAT OTHER THAN ADOBE WILL BE RETURNED AND THE REPORT CONSIDERED DELINQUENT.

Each report shall be an integrated file that contains all text, tables, diagrams, photographs, schematics, graphs, and charts.

### **SUBMISSION FORMAT**

The electronic file(s) shall be submitted via diskette or CD-ROM. Diskettes or CD-ROMs must be labeled as follows:

DOE Award Number  
Type/Frequency of Report(s)  
Reporting Period (if applicable)  
Name of submitting organization  
Name, phone number and fax number of preparer

Diskettes -- Diskettes must be 3.5" double-sided, high-density (1.4 M Byte capacity). If file compression software is used to transmit a PDF file spanning more than one diskette, PKZIP from PKWare, Inc., is the required compression software. State the number of diskettes in the set (e.g., 1/3)

CD-ROM -- The electronic file(s) may be submitted on an ISO9660-format CD-ROM.

## FILE NAMING

In naming the electronic file, the contractor shall use the standard eight-character naming convention for the main file name, and the three character extension applicable to the software use, e.g., .pdf for Adobe.

For the main file name, the first five characters are the last five digits from the award number; e.g., for Award Number DE-AC26-97NT12345, the first five characters are 12345.

The next character represents the technical report and will always be designated as "R".

The remaining two characters indicate the chronological number of the particular type of report; e.g., Quarterly Technical Progress Reports for a 5-year award are numbered R01 through R20. Thus, the main file name for the sixth Quarterly Technical Progress Report under Award No. DE-AC26-99NT12345 would be 12345R06.PDF. If monthly, quarterly, annual, and a final technical report are required, the numbers would run from R01 through R86 (60 monthly reports, 20 quarterly reports, 5 annual reports, and 1 final report).

### **B.28 PROPERTY REPORTS (JAN 2000)**

The NETL Property Handbook entitled "Management of Government Property in the Possession of Contractors," contains forms, instructions, and suggested formats for submission of property reports. This handbook can be found at <http://www.netl.doe.gov/business/index.html>.

### **B.29 REPORT OF CONTRACTOR'S PROPERTY MANAGEMENT SYSTEM (JAN 2000)**

This report shall consist of the Contractor's comprehensive written property management system and is due within 6 months of the contract award date. It shall address the Contractor's written system for controlling, protecting, preserving and maintaining all Government property. The report format shall be consistent with Contractor's system and shall as a minimum enable comprehensive evaluation by the Government. (If not provided in your local format, see sample in the NETL Property Handbook).

### **B.30 ANNUAL REPORT OF PROPERTY IN THE CUSTODY OF CONTRACTORS (NETL F 580.1-8) (JAN 2000)**

This report includes ALL Government-owned Contractor-acquired and Government-furnished property and materials for which the contractor is accountable to the Government. This report shall also include Government Property at subcontractor's plants and alternate locations. This report is submitted on NETL F 580.1-8 for the period ending September 30 and is due by October 15.

**B.31 HIGH RISK PROPERTY REPORT (NETL F 580.1-25) (SEPT 2000)**

Some property, because of its peculiar nature, its potential impact on public health and safety, on the environment, on security interests, or on proliferation concerns, must be handled, controlled, cleared and disposed of in other than the standard manner. High-risk property includes property which is: 1) nuclear-related; 2) proliferation-sensitive or export controlled; 3) chemically, biologically, or radiologically contaminated; 4) national security/military interests; and 5) hazardous materials and wastes. Further definitions of high-risk property can be found at <http://www.pr.doe.gov/ppl.html>. This report is required by the DOE for the control (acquisition, management and disposal) of high risk property to ensure that such disposition does not adversely affect public safety and/or the environment, national security, or nuclear nonproliferation objectives of the United States. This report shall be submitted for the period ending September 30 and is due by October 15 of each year .

**B.32 REPORT OF PHYSICAL INVENTORY OF CAPITAL EQUIPMENT (JAN 2000)**

Capital equipment is any piece of personal property, equipment, or furniture with a useful service life of 2 years or more and is acquired at a unit cost of \$25,000 or more. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/index.html>. This report is due 2 years from award date and every 2 years thereafter.

**B.33 REPORT OF PHYSICAL INVENTORY OF SENSITIVE ITEMS (JAN 2000)**

Sensitive items are identified as small calculators, tape recorders, radios, photographic and projection equipment, typewriters and other office machines, firearms, survey instruments, binoculars, power tools, personal computers, printers, external modems, or other equipment, which because of its general use characteristics and ease of transport are particularly susceptible to misappropriation or theft. These items will usually have an acquisition cost of less than \$25,000. The suggested format for this report can be found in the NETL Property Handbook at <http://www.netl.doe.gov/business/index.html>. The report is to be submitted one year from the date of award and yearly thereafter.

**B.34 REPORT OF TERMINATION OR COMPLETION INVENTORY (SF-1428 AND SF-120) (MAR 1999)**

This report submitted on the SF-1428 and SF-120 is due immediately upon completion or termination of the contract. The contractor is required to perform and cause each subcontractor to perform a physical inventory, adequate for disposal purposes, of all Government property applicable to the contract.

### **B.35 KEY PERSONNEL STAFFING REPORT (MAR 1999)**

A report shall be filed providing information on the number of hours (by WBS element/task) that each of the key personnel listed in the contract have applied to the contract during the reporting time period.

### **B.36 SUBCONTRACT REPORTING (FEB 2000)**

With the exception of a small business, reports listed below are required to be submitted electronically by the prime contractor for each contract containing a subcontracting plan. These electronic forms collect subcontract award data from prime contractors/subcontractors that: (a) hold one or more contracts over \$500,000 of the Government share amount (over \$1,000,000 for construction of a public facility); and (b) are required to report subcontracts awarded to Small Business (SB), Small Disadvantaged Business (SDB), and Women-Owned Small Business (WOSB) concerns under a subcontracting plan. Subcontract award data reported by prime contractors/subcontractors shall be limited to awards made to their immediate subcontractors.

#### **SUBCONTRACTING REPORT (SF294)**

Semi-annual Frequency  
Period End Dates: 3/31 and 9/30  
Due Dates: 4/30 and 10/30

Note: The first deliverable of this report is due whichever of the two dates is at least 60 calendar days after the award start date.

#### **SUMMARY SUBCONTRACTING REPORT (SF295)**

Annual Frequency  
Period End Date: 9/30  
Due Date: 10/30

Note: The first deliverable of this report is only required for the next period end date of 9/30, which is at least 60 calendar days after the award start date.

#### **SUBCONTRACT REPORTING SYSTEM (SRS)**

All subcontracting reports SF294's and SF295's must be submitted electronically. Access to the SRS can be made at <http://www.pr.doe.gov/srs/>. All contractors must register with the Headquarters SRS Systems Manager and use it to submit the required

reports. When registering, the contractor must provide a valid DUNS number. When registration is approved, the contractor may use the system simply by logging in with his or her user name and password and transmit SF-294 and 295 data to the contracting office that requires the report. After review by the contracting office, the data will be forwarded via the Internet to DOE Headquarters. A comprehensive manual for the system may be found at <http://www.pr.doe.gov/pr3.html>.

#### **B.37 SOFTWARE (MAR 1999)**

Major pieces of computer software developed largely as a result of the performance of this effort shall be delivered to the Government shortly after development or at the completion of the effort, as appropriate. The software shall be delivered together with sufficient documentation concerning its development and use to permit future use by others, and to provide a firm basis for allowing modifications to be made in any subsequent development efforts. Unless otherwise specified, software shall be written in a standard computer language such as Fortran 77, operate on the VAS VMS version 5.1 operating system or an IBM PC-compatible personal computer running MS/DOS, and should not incorporate or be dependent on the use of proprietary software.

**ATTACHMENT C**

**GOVERNMENT PROPERTY - CONTRACTOR ACQUIRED**



**ATTACHMENT C**

GOVERNMENT PROPERTY - CONTRACTOR ACQUIRED (MAR 1999)

<u>Item No.</u>	<u>Description of Items(s) to be Acquired</u>	<u>Est. Cost</u>
-----------------	-----------------------------------------------	------------------

To Be Completed By Offer; if none; so indicate on this form.

**ATTACHMENT D**

**GOVERNMENT FURNISHED PROPERTY**

**ATTACHMENT D**

GOVERNMENT FURNISHED PROPERTY

<u>Item No.</u>	<u>Description of Items(s) to be Acquired</u>	<u>Est. Cost</u>
-----------------	-----------------------------------------------	------------------

To Be Completed By Offer; if none; so indicate on this form.

**ATTACHMENT E**  
**SMALL, SMALL DISADVANTAGED AND WOMEN-OWNED BUSINESS**  
**SUBCONTRACTING PLAN**

(reference FAR 52.219-9 and DEAR 952.226.72)

**ATTACHMENT E**

## SAMPLE SMALL BUSINESS SUBCONTRACTING PLAN (NOV 2000)

**DATE:** [ ]

**CONTRACTOR:** [ ]

**ADDRESS:** [ ]

**SOLICITATION OR CONTRACT NUMBER:** [ ]

**ITEM/SERVICE:** [ ]

The following, together with any attachments, is hereby submitted as a Small Business Subcontracting Plan to satisfy the applicable requirements of Public Law 95-507 as implemented by FAR Clause 52.219-9.

1. The total estimated dollar value of all planned subcontracting (to all types of business concerns) under this contract is: \$ [                      ]
2. The following percentage goals (expressed in terms of a percentage of total planned subcontracting dollars) are applicable to the contract cited above or to the contract awarded under the solicitation cited.
  - (a) Small business concerns: [     ] % of total planned subcontracting dollars under this contract will go to subcontractors who are small business concerns.
  - (b) Veteran-owned small business concerns: [     ] % of total planned subcontracting dollars under this contract will go to subcontractors who are veteran-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.
  - (c) HUBZone small business concerns: [     ] % of total planned subcontracting dollars under this contract will go to subcontractors who are HUBZone small business concerns. This percentage is included in the percentage shown under 2(a), above.
  - (d) Small disadvantaged business concerns: [     ] % of total planned subcontracting dollars under this contract will go to subcontractors who are small disadvantaged business concerns. This percentage is included in the percentage shown under 2(a), above.
  - (e) Women-owned small business concerns: [     ] % of total planned subcontracting dollars under this contract will go to subcontractors who are women-owned small business concerns. This percentage is included in the percentage shown under 2(a), above.

The following dollar values correspond to the percentage goals shown in 2. above.

- (a) Total dollars planned to be subcontracted to small business concerns:  
\$ [            ].
- (b) Total dollars planned to be subcontracted to veteran-owned small business concerns:  
\$[            ]. This amount is included in the amount shown under (a), above.
- (c) Total dollars planned to be subcontracted to HUBZone small business concerns:  
\$[            ]. This amount is included in the amount shown under (a), above.
- (d) Total dollars planned to be subcontracted to small disadvantaged business concerns:  
\$[            ]. This amount is included in the amount shown under (a), above.
- (e) Total dollars planned to be subcontracted to women-owned small business concerns:  
\$[            ]. This amount is included in the amount shown under (a), above.

[THE OFFEROR MAY PRESENT THIS INFORMATION AS FOLLOWS:]

#### GOALS PROJECTED FOR THE CURRENT CONTRACT

Total Subcontracting Dollars	[\$_____]
Small Business Dollars	[\$ _____]
Small Business Percent	[_____ %]
Veteran-owned Small Business Dollars	[\$_____]
Veteran-owned Small Business Percent	[ _____ %]
HUBZone Small Business Dollars	[\$ _____]
HUBZone Small Business Percent	[_____ %]
Small Disadvantaged Dollars	[\$ _____]
Small Disadvantaged Percent	[_____ %]
Women-owned Small Business Dollars	[\$_____]
Women-owned Small Business Percent	[_____ %]

3. Principal products and/or services to be subcontracted under this contract are listed below along with the distribution to small, veteran-owned, HUBZone, small disadvantaged, women-owned small business, or large business concerns:

SMALL BUSINESS: [      ]

VETERAN OWNED SMALL BUSINESS: [      ]

HUBZONE SMALL BUSINESS: [      ]

SMALL DISADVANTAGED BUSINESS: [      ]

WOMEN-OWNED SMALL BUSINESS: [      ]

LARGE BUSINESS: [      ]

4. The following method was used in developing subcontract goals: [The offeror will insert a statement explaining how the products and services to be subcontracted were established, how the products and services to be subcontracted to small, veteran-owned, HUBZone, small disadvantaged, and women-owned business concerns were determined, and how capabilities of these firms were substantiated prior to their inclusion in source lists.]
5. The following methods were used to identify potential sources for solicitation purposes: [The offeror will insert items such as, existing company source lists, the Procurement marketing and Access Network (PRO-Net) of the Small Business Administration (SBA), the list of certified small disadvantaged business concerns of the SBA, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, veteran-owned, HUBZone, small disadvantaged, and women-owned small business trade associations. Other examples include: review "subcontractable" requirements to determine applicability to small, veteran-owned, HUBZone small/disadvantaged and women-owned business concerns.]
6. Indirect costs (check one below):

[      ] have been,

[      ] have not been

included in the goals specified in Item 2. [If so, describe the method used to determine the proportionate share of indirect costs to be incurred with small, veteran-owned, HUBZone, small disadvantaged and women-owned business concerns.]

7. The following individual will administer the subcontracting program:

Name: [    ]

Title: [    ]

Address and Telephone: [    ]

This individual's specific duties, as they relate to the firm's subcontracting program, are as follows:

General overall responsibility for this company's Small Business Program, the development, preparation and execution of individual subcontracting plans, and for monitoring performance relative to contractual subcontracting requirements contained in this plan. [\[The offeror will include a specific list of this individual's duties. These duties may include:](#)

- (a) Developing and maintaining bidders lists of small and small disadvantaged business concerns from all possible sources.
- (b) Ensuring that procurement packages are structured to permit small and small disadvantaged business concerns to participate to the maximum extent possible.
- (c) Assuring inclusion of small and small disadvantaged business concerns in all solicitations for products or services which they are capable of providing.
- (d) Reviewing solicitations to assure that no statements or clauses are included which may tend to restrict or prohibit small/small disadvantaged business participation.
- (e) Ensuring that corporate proposal reviewers document reasons for not selecting low bids submitted by small and small disadvantaged business concerns.
- (f) Ensuring the establishment and maintenance of records of solicitations and subcontract award activity.
- (g) Attending or arranging for attendance of company counselors at Business Opportunity Workshops, Minority Business Enterprise Seminars, Trade Fairs, etc.
- (h) Conducting or arranging for conduct of motivational training for purchasing personnel pursuant to the intent of Public Law 95-507.
- (i) Monitoring attainment of proposed goals.
- (j) Preparing and submitting periodic subcontracting reports required.]



8. The following efforts will be taken to assure that small business, veteran-owned, HUBZone small business, small disadvantaged business and women-owned business concerns will have an equitable opportunity to compete for subcontracts: [The offeror will include a list of specific efforts to be taken. Such efforts may include:
- (a) Maintenance of small, small disadvantaged and women-owned small business concerns source lists, guides, and other data identifying small, veteran-owned, HUBZone, small disadvantaged and women-owned business concerns and utilized by buyers in soliciting subcontracts.
  - (b) Utilization of small, veteran-owned, HUBZone, small disadvantaged, and women-owned business source lists by buyers.
  - (c) Internal efforts to guide and encourage buyers:
    - (i) Attendance at small and small disadvantaged workshops, seminars, and training programs.
    - (ii) Monitoring of activities to assure compliance with subcontracting plan.]
9. [Insert Firm's Name] agrees that the clause entitled "Utilization of Small Business Concerns" will be included in all subcontracts which offer further subcontracting opportunities; and all subcontractors (except small business concerns) who receive subcontracts in excess of \$500,000 will be required to adopt and comply with a subcontracting plan similar to this one. Such plans will be reviewed by comparing them with the provisions of FAR 52.219-9, and assuring that all minimum requirements of an acceptable subcontracting plan has been satisfied. The acceptability of percentage goals shall be determined on a case-by-case basis depending on the supplies/services involved and the availability of potential small business subcontractors. Once approved and implemented, plans will be monitored through the submission of periodic reports, periodic visits to subcontractors facilities to review applicable records, and subcontracting program progress.
10. [Insert Firm's Name] agrees to submit periodic reports and cooperate in any studies or surveys as may be required by the contracting agency or the Small Business Administration in order to determine the extent of compliance with the subcontracting plan and with the clause entitled "Utilization of Small Business Concerns" contained in the contract. We further agree to submit Standard Form 294, Subcontracting Report for Individual Contracts, and/or Standard Form 295, Summary Subcontract Report, in accordance with the instructions on the forms.

Additionally, we will ensure that our subcontractors agree to submit SF 294 and SF 295, when applicable.

The Standard Form 294 and Standard Form 295 will be submitted electronically using the Subcontract Reporting System (SRS) at <http://www.pr.doe.gov/srs/>.

11. [\[Insert Firm's Name\]](#) agrees to maintain at least the following types of records to document compliance with this subcontracting plan:
  - (a) Source Lists (e.g. PRO-Net) , guides, and other data that identify small business, veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.
  - (b) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned business concerns.
  - (c) Records on each subcontract solicitation resulting in an award of more than \$100,000, indicating on each solicitation
    - (i) Whether small business concerns were solicited, and if not, why not;
    - (ii) Whether veteran-owned small business concerns were solicited, and if not, why not;
    - (iii) Whether HUBZone small business concerns were solicited, and if not, why not;
    - (iv) Whether small disadvantaged business concerns were solicited, and if not, why not;
    - (v) Whether women-owned small business concerns were solicited, and if not, why not; and
    - (vi) If applicable, the reason award was not made to a small or small disadvantaged business concern.
  - (d) Records of any other outreach efforts to contact trade associations, business development organizations, and conferences and trade fairs to locate small, veteran-owned, HUBZone small, small disadvantaged, and women-owned small business concerns.
  - (e) Records of internal guidance and encouragement provided to buyers through workshops, seminars, and training programs; and monitoring of performance to evaluate compliance with program requirements.
  - (f) On a contract-by-contract basis, records to support award data including the name, address and business size of each subcontractor. [\[Contractors having commercial plans need not comply with this requirement.\]](#)

**ATTACHMENT F**

**NATIONAL ENVIRONMENTAL PROTECTION ACT (NEPA)**

**ENVIRONMENTAL QUESTIONNAIRE**

## **ENVIRONMENTAL QUESTIONNAIRE**

### **I. BACKGROUND**

The Department of Energy's (DOE) National Environmental Policy Act (NEPA) Implementing Procedures (10 CFR 1021) require careful consideration of the potential environmental consequences of all proposed actions during the early planning stages. DOE must determine at the earliest possible time whether such actions require either an Environmental Assessment or an Environmental Impact Statement, or whether they qualify for Categorical Exclusion. To comply with these requirements, an Environmental Questionnaire must be completed for each proposed action to provide DOE with the information necessary to determine the appropriate level of NEPA review.

### **II. INSTRUCTIONS**

Separate copies of this Environmental Questionnaire should be completed by the principal offeror and each proposed subcontractor. In addition, if the proposed project includes activities at different locations, an independent questionnaire should be prepared for each location. Supporting information can be provided as attachments.

In completing this questionnaire, the proposer is requested to provide specific quantities regarding air emissions, wastewater discharges, solid wastes, etc., to facilitate the necessary review. In addition, the proposer should identify the exact location of the project and specifically describe the activities that would occur at that location.

To expedite completion of this questionnaire, diskette copies in WordPerfect 6.1 are available upon request. Questions regarding the type of information requested or the approach to preparing responses should be referred to Lloyd Lorenzi, U.S. Department of Energy, National Energy Technology Laboratory, by phone (412) 386-6159, fax (412) 386-6127, or E-mail (lorenzi@netl.doe.gov).

### **III. QUESTIONNAIRE**

#### **A. PROJECT SUMMARY**

1. Solicitation Number:
2. Proposer & all Proposed Subcontractors:
3. Principal Investigator:
4. Telephone Number:
5. Project Title:

6. Duration:
7. Location (city/township, county, state):
8. Indicate the type or scale of project:

- |                                                                       |                                                                |
|-----------------------------------------------------------------------|----------------------------------------------------------------|
| a. <input type="checkbox"/> Computer Modeling                         | b. <input type="checkbox"/> Library/Literature Search          |
| c. <input type="checkbox"/> Paper Study                               | d. <input type="checkbox"/> Workshop/Conference                |
| e. <input type="checkbox"/> Laboratory (Batch) Research               | f. <input type="checkbox"/> Bench-scale Research               |
| g. <input type="checkbox"/> Pilot- or Proof-of-Concept-Scale Research | h. <input type="checkbox"/> Pilot Plant Construction/Operation |
| i. <input type="checkbox"/> Full-Scale Demonstration                  | j. <input type="checkbox"/> Other (please describe):           |

9. Indicate the size of the proposed project and the primary material processed (e.g., 200 Th of coal).

_____	tph (of _____)	_____	MM Btu/hr
_____	scfm (of _____)	_____	MW: <input type="checkbox"/> electric
			<input type="checkbox"/> thermal
_____	acfm (of _____)	_____	Other:

- 10.a. Summarize the proposed work. List all activities or tasks planned at the location covered by this Environmental Questionnaire.

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- 10.b Characterize the work site at this location (check all that apply).

☐ Existing Building (Indoors)      ☐ Developed Site      ☐ Undeveloped Site

11. List all other locations where work would be performed. (**Note: Submit a separate Environmental Questionnaire for each location.**)

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12. Describe the objectives of the proposed project.

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13. Identify the planned number of tests, the frequency of testing (e.g., tests per week), and the duration of tests by type (e.g., laboratory tests, pilot unit runs, etc.).

---



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14. Identify all materials that would be used and produced by the project (materials can be grouped by category) and estimate their total quantities over the entire duration of the proposed project.

Materials Used (total quantity)		Materials Produced (total quantity)	
<input type="checkbox"/>	coal ( )	<input type="checkbox"/>	wastewater ( )
<input type="checkbox"/>	natural gas ( )	<input type="checkbox"/>	air emissions ( )
<input type="checkbox"/>	oil ( )	<input type="checkbox"/>	solid waste ( )
<input type="checkbox"/>	electricity ( )	<input type="checkbox"/>	hazardous waste ( )
<input type="checkbox"/>	water ( )	<input type="checkbox"/>	salable by-
<input type="checkbox"/>	air ( )		list and note
<input type="checkbox"/>	organic solvents ( )		
<input type="checkbox"/>	others -- list and note quantity:	<input type="checkbox"/>	others -- list and note quantity:
<input type="checkbox"/>	None	<input type="checkbox"/>	None

## B. PROPOSED PROJECT AND ITS ALTERNATIVES

1. List all alternative approaches considered to achieve the objectives described in A.11 and discuss the anticipated environmental effects of each. (Place the selected approach at the top of the list.)

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2. Identify the environmental consequences of not implementing this project (e.g., emission increase).

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### C. PROJECT LOCATION

1. Provide a brief description of the project location (physical location, surrounding area, adjacent structures).

---

2. Attach a site plan or topographic map of the area that would be affected by the project and highlight (or otherwise identify) the specific location where the project would be performed.

### CERTIFICATION BY PROPOSER

I hereby certify that the information provided herein is current, accurate, and complete as of the date shown immediately below.

DATE: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
month                  day                  year

SIGNATURE: \_\_\_\_\_

TYPED NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

ORGANIZATION:\_\_\_\_\_

**ATTACHMENT G**

**INTENT TO PROPOSE**



**ATTACHMENT G**

**INTENTION TO PROPOSE**

SOLICITATION NUMBER: DE-RA26-01NT40891

WE \_\_\_\_\_ DO \_\_\_\_\_ DO NOT INTEND TO SUBMIT A PROPOSAL.

NAME AND ADDRESS OF FIRM OR ORGANIZATION (including Zip Code) AND POINT OF CONTACT.

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TELEPHONE NO.: \_\_\_\_\_

FACSIMILE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

Unless otherwise stated in the solicitation, no other solicitation material should be returned if you do not intend to submit a proposal. Please return this form to:

MAIL TO: U.S. DEPARTMENT OF ENERGY  
FEDERAL ENERGY TECHNOLOGY CENTER  
ATTN: JAMES W. HUENNRICH  
P.O. BOX 10940  
626 COCHRANS MILL ROAD  
PITTSBURGH, PA 15236-0940

VIA FACSIMILE: 412-386-6137

VIA E-MAIL: huennric@netl.doe.gov

**ATTACHMENT H**

**COST PROPOSAL INSTRUCTIONS/FORMAT**

## **COST PROPOSAL PREPARATION INSTRUCTIONS/FORMAT**

### **A. GENERAL.**

- (1) The Cost Proposal consists of the offeror's estimated costs to perform the desired work as set forth in the Statement of Work. As a minimum, the Cost Proposal shall contain the information specified below, **BROKEN DOWN ON A TASK BY TASK BASIS IN ACCORDANCE WITH THE OFFEROR'S FISCAL YEAR, ALONG WITH A SUMMARY OF THE TOTAL PROJECT COSTS.**

Since each Cost Proposal shall be evaluated to determine such matters as cost realism, reasonableness, understanding of the magnitude of effort, and probable cost to the Government, as well as being the basis for any necessary cost negotiation, it should be accurate, complete, and well documented.

**COST INFORMATION IS NOT TO BE INCLUDED IN EITHER THE TECHNICAL PROPOSAL OR THE BUSINESS/MANAGEMENT PROPOSAL.**

- (2) Modifications to Cost Proposal.

Any modification to the Cost Proposal shall clearly indicate the cost impact of the modification to the same level of detail shown in the original proposal.

Once the prospective offeror has been selected, the estimated costs submitted with the proposal shall not be subject to increase, except for changes in certified cost or pricing data submitted with the proposal, unless changes are made in the requirements of the request for proposal.

Furthermore, increases shall be considered only in regard to those requirements that are actually affected by the changes (whether they are initiated by the Government, or by the offeror), and then only to the extent that such increases will be considered separately, and not as part of a combined overall negotiation of the estimated cost and fee for the proposed award.

- (3) Certified Cost or Pricing Data.

In accordance with P.L. 87-653, as implemented by FAR 15.403, offerors may be required to certify that any cost or pricing data submitted is accurate, complete and current. In such an event, the required format for the certification can be found in FAR 15.406-2. The executed certification must be presented to the Contracting Officer after negotiations are concluded and before award can be made. FAR 15.407-1 contains applicable procedures where it is subsequently found that defective cost or pricing data was submitted.

In accordance with FAR 15.403, any offeror required to submit the above certification shall also be required to either submit, or arrange for the submission, of accurate, complete, and current cost or pricing data from his prospective subcontractors whose individual cost estimates exceed the limits established in FAR 15.404-3. This requirement may be waived under the circumstances as set forth in FAR 15.403-1.

Notwithstanding the above paragraphs, any successful offeror shall comply with applicable requirements of the "Subcontractor Cost or Pricing Data" clause of the award.

B. FORMAT AND CONTENT.

Cost and pricing data to be submitted by the offeror shall follow the format prescribed in Table 15-2 of the FAR or the alternate format specified below.

(1) General Instructions.

- a. Table of Contents: All forms, tables, or exhibits should be included and identified in the table of contents.
- b. Page Identification: All pages of the Cost Proposal, including forms, must be numbered. All forms, tables, or exhibits must be clearly identified.
- c. Rounding Off: Final monetary extensions shall be expressed in whole dollars only.

(2) Section One: Exhibits A through I

(3) Section Two: Additional Information

(4) Section Three: Exceptions and Deviations

C. PREPARATION OF EXHIBITS.

Exhibits A through I identified below shall be included in the cost proposal. Sample forms for these exhibits immediately follow these Proposal Preparation Instructions. Unless otherwise stated, the exact form need not be utilized; however, the information indicated both in this section and on the sample forms is required and must be submitted.

Cost information in the same format and level of detail is required for each subcontract or intercompany transfer estimated to exceed \$500,000. The trail from the subcontractor's project cost summaries to the offeror's Subcontracted Items line on Exhibit B-2 should be clear. Provide explanations for any differences between the amount proposed by the subcontractor to the offeror and the amounts proposed by the offeror to the Government for subcontract work.

(1) Exhibit A: Cost Proposal Cover Sheet.

The Cost Proposal Cover Sheet is to be completed by the offeror and all proposed subcontractors. Completion of the remaining exhibits (B through I) will provide supporting documentation for the proposed cost shown in Blocks 6A to 6C of the Cost Proposal Cover Sheet.

(2) Exhibit B-1: Summary of Cost Elements by Task and for Total Project.  
Exhibit B-2: Summary of Cost Elements by Task for Offeror's Fiscal Year.

This is a two-part exhibit, with one Exhibit B-1 providing a summary of the total costs for each task AND the resulting total project costs. To support the Exhibit B-1 amounts, an individual Exhibit B-2 is required for each of the offeror's fiscal years in which the project is to be performed, and will provide the costs by task within each fiscal year. All of the Exhibit B-2s will roll up into the project totals shown on the Exhibit B-1.

(3) Exhibit C: Summary of Direct Materials and/or Equipment.

Provide a consolidated priced summary of individual material quantities. Indicate the basis for the proposed prices, i.e. written quotes, catalogue prices, prior invoices, shop estimates, etc. Where appropriate, identify the vendor and provide the date and information for multiple quotes.

(4) Exhibit D-1: Summary of Direct Labor.  
Exhibit D-2: Summary of Direct Labor Hours by Task

This is a two-part exhibit in which the Exhibit D-1 provides the number of direct labor hours, the direct labor hourly rates, and the labor cost for each labor category proposed. As this information is required for each task by fiscal year, multiple forms are needed so that the total labor for each task matches the labor on the Exhibit B-2 task summaries.

On Exhibit D-2, provide the direct labor hours by task for each labor category for the prime contractor and all subcontractors and consultants. As an attachment to Exhibit D-2, provide a separate page that defines all labor category titles listed on the Exhibit D-2. This definition should discuss the duties normally performed by personnel having that title, and differentiate between levels of the same title (i.e., Senior Engineer vs. Junior Engineer, Technician I vs Technician II, etc.).

(5) Exhibit E: Summary of Travel.

Each trip must be itemized to identify the destination, number of travelers and length of the trip. Provide the rates used to estimate costs for airfare, lodging, meals and incidental expenses, and ground transportation.

(6) Exhibit F: Summary of Other Direct Costs.

The amount and basis for proposed direct costs not otherwise supported in the previous exhibits should be included here. For example, the number of hours and the hourly charge for computer time proposed might be included.

(7) Exhibit G-1: Summary of Indirect Expense Pools and Allocation Bases.  
Exhibit G-2: Summary of Proposed Indirect Rates.

This is a two-part exhibit, with one Exhibit G-2 providing a summary of the indirect rates developed on all Exhibit G-1s. An individual Exhibit G-1 is required for EACH indirect cost proposed, e.g. material overhead, labor overhead, G&A expense, etc. Each Exhibit G-1 will contain the major pool expense groupings by line item and dollar amount for the offeror's most recently completed fiscal year, the current fiscal year, and an estimate for the next fiscal year. Similarly, the allocation base must be identified and the dollar amount provided to permit verification of the resulting indirect rates. The inclusive dates of the offeror's fiscal year must also be identified.

If agreement has been reached with another governmental organization for the use of provisional rates, a copy of the approved rate agreement can be submitted in lieu of Exhibit G-1, but an Exhibit G-2 is still required.

(8) Exhibit H: Summary of Escalation Factors.

This exhibit shall provide, by cost element, the escalation factors (percentages) applied to current costs to estimate the proposed costs for future fiscal years.

(9) Exhibit I: Accounting System Survey.

The Accounting System Survey provides information on the offeror's accounting system capabilities. This exhibit should be completed by an individual responsible for maintaining the offeror's accounting system. The form provided must be used.

D. ADDITIONAL INFORMATION.

(1) Estimating Procedure.

Provide a discussion of the offeror's estimating procedure and the rationale used in the development of the proposed costs. For effective negotiations, it is essential that there be a clear understanding of:

- a. The existing verifiable data.
- b. The judgmental factors applied in projecting from known data to the estimate.
- c. The contingencies used by the offeror in the proposed costs.

(2) Subcontracts.

The following information is required FOR EACH PLANNED SUBCONTRACT OF \$500,000 OR MORE:

- a. A brief description of the work to be subcontracted.
- b. The number of quotes solicited and received.
- c. The cost or price analysis performed by the offeror.
- d. Names and addresses of the subcontractors tentatively selected and the basis for their selection; i.e. low bidder, delivery schedule, technical competence.
- e. The offeror's rating of the subcontractor's competence; i.e. fair, good, excellent.
- f. Type of contract and estimated cost and fee or profit.
- g. Affiliation with the offeror, if any.
- h. Whether or not the subcontractor is a small business concern.
- i. The extent of subcontract supervision required.
- j. Whether or not the subcontractor is a minority business concern.

(3) Consultants.

If the offeror proposed the use of consultants, provide the following FOR EACH NAMED CONSULTANT:

- a. Resume.
- b. Identification of all cost elements included in the consultant's daily/hourly rates, plus a detailed explanation of any costs that would be charged over and above the rates.
- c. A signed consulting agreement between the offeror and the consultant.
- d. A signed statement from the consultant that the proposed rate is a "most favored customer rate", or the reason such a rate was not offered.
- e. A determination by the offeror that the rate proposed is comparable to the rates of other consultants doing similar types of work.

- f. The offeror shall prepare a technical evaluation of the need to employ a consultant, which shall include the consultant's technical ability to perform the desired work, along with a statement and reason that in-house resources are unavailable for performance of the effort.

In those cases where a consultant IS NOT NAMED but the offeror realizes a need will exist, the offeror shall support the proposed daily rate by supplying the information in (e) and (f) above.

(4) Cost Sharing, In-kind Contributions, etc.

If either cost sharing or cost participation is proposed, information should be provided concerning the proposed contractual arrangements. Examples of arrangements and the information required are as follows (however, note that arrangements are not limited to these four):

- a. Cash: Indicate the percentage proposed and identify the base to which the rate would be applied.
- b. Elimination of certain items from indirect pools: Identify which elements.
- c. Forbearance of fee/profit: State the standard percentage and identify the base to which the rate normally applies.
- d. In-kind contribution of facilities: Explain how the value of the contribution was calculated.

In any case, any proposed cost sharing method or value is subject to independent evaluation and audit by DOE in accordance with DEAR 917.70.

(5) Financial Condition.

- a. Provide a current balance sheet, profit and loss statement for all quarters reported on the current fiscal year, and an audited financial statement for each of the last 3 fiscal years.
- b. Describe fully any assets other than cash, accounts receivable, land, buildings, and equipment carried on the above balance sheet.
- c. State what percentage this proposed contract will represent of the offeror's estimated total business during the period of performance.
- d. Describe fully the impact of this project on the offeror's organization and any contingency, limitation, and conditions affecting availability of funds for this project.

(6) Company Compensation Policies.

The offeror shall briefly describe company compensation policies in the following areas (existing company publications may be furnished):

- a. Salary Increases:

Merit  
Cost-of-Living  
General  
Other

- b. Fringe Benefits:

Paid Absences (Vacations, Sick Leave, Holidays)  
Insurance Contributions  
Retirement  
Other

- c. Travel and Per Diem
- d. Relocation
- e. Bonuses & Other Employee Incentives
- f. Severance
- g. Overtime
- h. Shift Premium

(7) High Value Equipment.

Offerors are informed that when the use of High Value Equipment (in excess of \$10,000) is applicable to the procurement, the Government reserves the right to require the submission of the feasibility of lease versus purchase studies by the successful offeror.

(8) Use of ADPE.

If the use of automatic data processing equipment (ADPE) is proposed by the offeror, the Government reserves the right to require the preparation of (1) feasibility and (2) lease versus purchase studies by the successful offeror.

(9) The offeror shall provide any other supporting information deemed necessary in this section.

E. SUMMARY OF EXCEPTIONS AND DEVIATIONS.

The offeror shall identify and explain any exceptions, deviations, or conditional assumptions taken with respect to the requirements contained in these Cost Proposal Preparation Instructions.

Any exceptions or deviations taken must contain sufficient amplification and justification to permit evaluation. All benefits to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government may, however, result in rejection of the proposal(s) as unacceptable.



CONTRACT PRICING PROPOSAL COVER SHEET	1. SOLICITATION / CONTRACT / MODIFICATION NO.	FETC APPROVED FORM
---------------------------------------	-----------------------------------------------	--------------------

2. NAME AND ADDRESS OF OFFEROR (Include ZIP Code)	3A. NAME AND TITLE OF OFFEROR'S POINT OF CONTACT	3B. TELEPHONE NO.
	4. TYPE OF CONTRACT ACTION (Check)	
	A. NEW CONTRACT	D.
	B. CHANGE ORDER	E.
	C.	F.
5. TYPE OF CONTRACT: COST SHARE	6. PROPOSED COST (A + B = C)	
	A. COST TO DOE	B. COST-SHARE
	C. TOTAL COST	

7. PLACE(S) AND PERIOD(S) OF PERFORMANCE

8. List and reference the identification, quantity and total price proposed for each contract line item. A line item cost breakdown supporting this recap is required unless other-

A. LINE ITEM NO.	B. IDENTIFICATION	C. QUANTITY	D. TOTAL PRICE	E. REF.

9. PROVIDE NAME, ADDRESS, AND TELEPHONE NUMBER FOR THE FOLLOWING (If available)

A. CONTRACT ADMINISTRATION OFFICE	B. AUDIT OFFICE
-----------------------------------	-----------------

10. WILL YOU REQUIRE THE USE OF ANY GOVERNMENT PROPERTY IN THE PERFORMANCE OF THIS WORK? (If "yes," identify)	11A. DO YOU REQUIRE GOVERNMENT CONTRACT FINANCING TO PERFORM THIS PROPOSED CONTRACT? (If "Yes," complete Item 11B)	11B. TYPE OF FINANCING (✓ one) <input type="checkbox"/> ADVANCE <input type="checkbox"/> PROGRESS PAYMENTS PAYMENTS <input type="checkbox"/> GUARANTEED LOANS
12. HAVE YOU BEEN AWARDED ANY CONTRACTS OR SUBCONTRACTS FOR THE SAME OR SIMILAR ITEMS WITHIN THE PAST 3 YEARS? (If "Yes," identify item(s), customer(s) and contract number(s)) <input type="checkbox"/> YES <input type="checkbox"/> NO	13. IS THIS PROPOSAL CONSISTENT WITH YOUR ESTABLISHED ESTIMATING AND ACCOUNTING PRACTICES AND PROCEDURES AND FAR PART 31, COST PRINCIPLES? (If "No," explain) <input type="checkbox"/> YES <input type="checkbox"/> NO	

14. COST ACCOUNTING STANDARDS BOARD (CASB) DATA (Public Law 91-379 as amended and FAR PART 30)

A. WILL THIS CONTRACT ACTION BE SUBJECT TO CASB REGULATIONS? (If "No," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	B. HAVE YOU SUBMITTED A CASB DISCLOSURE STATEMENT (CASB DS-1 OR 2)? (If "Yes," specify in proposal the office to which submitted and if determined to be adequate) <input type="checkbox"/> YES <input type="checkbox"/> NO
C. HAVE YOU BEEN NOTIFIED THAT YOU ARE OR MAY BE IN NON-COMPLIANCE WITH YOUR DISCLOSURE STATEMENT OR COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO	D. IS ANY ASPECT OF THIS PROPOSAL INCONSISTENT WITH YOUR DISCLOSED PRACTICES OR APPLICABLE COST ACCOUNTING STANDARDS? (If "Yes," explain in proposal) <input type="checkbox"/> YES <input type="checkbox"/> NO

This proposal reflects our estimates and/or actual costs as of this date and conforms with the instructions in FAR 15.403-5(b)(1) and Table 15-2. By submitting this proposal, we grant the Contracting Officer or authorized representative(s) the right to examine, at any time before award, those records, which include books, documents, accounting procedures and practices, and other data, regardless of type and form or whether such supporting information is specifically referenced or included in the proposal as the basis for pricing, that will permit

15. NAME AND TITLE (Type)	16. NAME OF FIRM
17. SIGNATURE	18. DATE OF SUBMISSION

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EXHIBIT B-2.....	SUMMARY OF COST ELEMENTS BY TASK AND FOR OFFEROR'S FISCAL YEAR 20__
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EXHIBIT F.....	SUMMARY OF DIRECT COSTS BY TASK AND OFFEROR'S FISCAL YEAR
EXHIBIT G-1.....	SUMMARY OF INDIRECT EXPENSES
EXHIBIT G-2.....	SUMMARY OF PROPOSED INDIRECT RATES
EXHIBIT H.....	SUMMARY OF ESCALATION FACTORS/PERCENTAGES BY COST ELEMENT
EXHIBIT I.....	PRE-AWARD ACCOUNTING SYSTEM SURVEY

## EXHIBIT A

### GUIDE FOR CONTRACT PRICING PROPOSAL PREPARATION

The instructions and footnotes contained on pages 2, 3 and 4 of the SF-1411 are the basic criteria for proposal preparation. However, to highlight the areas of primary concern, the following is provided:

1. Quantities Proposed - All Categories: Provide the basis for the proposed quantities of material and labor hours such as current usage, prior history, engineering estimates, etc.
2. Material Prices: Explain the basis for the proposed prices, such as written quotes, catalogue prices, prior invoices, shop estimates, etc. Where appropriate, identify the source of the data and provide the date and information for multiple quotes.
3. Direct Labor Rates: Provide the basis for the proposed hourly rates. For example, the rates are actual rates or averages of actual rates for the labor category(s) proposed, paid as of a given date. If a factor is included to provide for known or anticipated increases, identify the factor and basis. If a factor for fringe benefits is included, e.g. vacations, it should be stated separately.
4. Overhead Rates: Explain how the rates were derived. Describe the methods of computation, including cost element breakdown, prior actual data, projected budgetary data, etc. to facilitate analysis of the pool of expenses and the base cost used to develop the rate. If agreement has been reached with another governmental organization for the use of provisional rates, submit a copy of the approved rate agreement.
5. Special Equipment: Provide information similar to that required for material (item 2 above).
6. Travel: Each trip must be itemized. List the destination, number of travelers, and length of the trip; and provide the rates used to estimate costs for airfare, lodging, meals, local transportation, and any incidentals.
7. Consultants: Indicate whether a firm or an individual is involved. Provide the hourly/daily rate along with the basis for the rate, and certify whether or not the proposed rate is the consultant's "most favored customer" rate. Furnish resumes or similar information regarding qualifications or experience. If travel or incidental expenses are to be charged, give the basis for these costs.
8. Other Direct Costs: The amount and basis for proposed costs not otherwise shown should be included here. For example, the number of hours and hourly charge for any computer time might be included.
9. General and Administrative (G&A) Expense: Provide information similar to that required for overhead costs (item 4 above).

## EXHIBIT B-1

### SUMMARY OF COST ELEMENTS BY TASK AND FOR TOTAL PROJECT

<u>COST ELEMENTS:</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Total Project</u>
1. Direct Material				
A) Purchased Parts				
B) Subcontracted Items				
C) Other				
Total Direct Materials				
2. Material Overhead				
3. Direct Labor				
4. Labor Overhead				
5. Special Testing				
6. Special Equipment				
7. Travel				
8. Consultants				
9. Other Direct Costs				
10. <b>Total Direct Cost and Overhead</b>				
11. General & Administrative Expense				
12. Facilities Capital Cost of Money				
13. <b>Total Estimated Cost</b>				
14. Fee				
15. Cost Sharing				
16. <b>Total Estimated DOE Funds Required</b>				

EXHIBIT B-2

SUMMARY OF COST ELEMENTS BY TASK FOR OFFEROR'S FISCAL YEAR 20\_\_\_\_\_

<u>COST ELEMENTS:</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Fiscal Year Total</u>
1. Direct Material				
A) Purchased Parts				
B) Subcontracted Items				
C) Other				
Total Direct Materials				
2. Material Overhead				
3. Direct Labor				
4. Labor Overhead				
5. Special Testing				
6. Special Equipment				
7. Travel				
8. Consultants				
9. Other Direct Costs				
10. <b>Total Direct Cost and Overhead</b>				
11. General & Administrative Expense				
12. Facilities Capital Cost of Money				
13. <b>Total Estimated Cost</b>				
14. Fee				
15. Cost Sharing				
16. <b>Total Estimated DOE Funds Required</b>				

NOTE: An Exhibit B-2 shall be provided for each of the offeror's fiscal years (or portion thereof) in which the project is to be performed.

EXHIBIT C

SUMMARY OF DIRECT MATERIALS AND/OR EQUIPMENT  
BY TASK AND OFFEROR'S FISCAL YEAR

<u>Item Description</u>	<u>Quantity</u>	<u>Unit Cost</u>	<u>Total Cost</u>	<u>Basis for Proposed Costs</u>
		\$	\$	

Total Cost

IN THE "SOURCE OF COST DATA" COLUMN, IDENTIFY THE BASIS FOR THE PROPOSED TERMS, SUCH AS WRITTEN QUOTES, ENGINEERING ESTIMATES, PRIOR INVOICES, CATALOGUE PRICES, ETC.

WHERE APPROPRIATE, ALSO IDENTIFY THE VENDOR AND DATE THE INFORMATION WAS OBTAINED.

EXHIBIT D-1

SUMMARY OF DIRECT LABOR BY TASK AND OFFEROR'S FISCAL YEAR

TASK NO.: \_\_\_\_\_

FISCAL PERIOD: \_\_\_\_\_

<u>Labor Categories</u>	<u>(1)</u> <u>Proposed Hours</u>	<u>(2)</u> <u>Hourly Rate</u>	<u>(1) X (2)</u> <u>Labor Cost</u>
-------------------------	-------------------------------------	----------------------------------	---------------------------------------

NOTE: LIST EACH LABOR  
CATEGORY BY NAME; DO NOT  
USE CODES UNLESS AN  
EXPLANATION IS PROVIDED TO  
PERMIT DECODING.

TOTALS

\_\_\_\_\_  
\$           

\_\_\_\_\_  
\$           

Provide the above information for EACH TASK in EACH FISCAL PERIOD as provided in Exhibit B-2, so that the trail between these two exhibits is easy to follow.

EXHIBIT D-2

SUMMARY OF DIRECT LABOR HOURS BY TASK

<u>LABOR CATEGORY:</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Task No.</u>	<u>Total</u>
Prime Contractor:					
Category 1					
Category 2					
Category 3					
Etc.					
Subtotal	_____	_____	_____	_____	_____
Subcontractor A:					
Category 1					
Category 2					
Category 3					
Etc.					
Subtotal	_____	_____	_____	_____	_____
Subcontractor B:					
Category 1					
Category 2					
Category 3	_____	_____	_____	_____	_____
Etc.					
Subtotal	_____	_____	_____	_____	_____
Consultant A:					
Category 1					
Category 2					
Category 3					
Etc.					
Subtotal	_____	_____	_____	_____	_____
Grand Total	_____	_____	_____	_____	_____
	=====	=====	=====	=====	=====



EXHIBIT E

SUMMARY OF TRAVEL BY TASK AND OFFEROR'S FISCAL YEAR

<u>Fiscal Year</u>	<u>Destination</u>	<u>Round-trip Airfare</u>	<u>Ground Transportation</u>	<u>Daily Per Diem Rate</u>	<u>Daily Car Rental Rate</u>
------------------------	--------------------	-------------------------------	----------------------------------	--------------------------------	----------------------------------

IN THIS SECTION, PROVIDE THE RATES USED TO CALCULATE AIRFARE, GROUND  
TRANSPORTATION, PER DIEM (WHICH INCLUDES SUBSISTENCE, MEALS AND INCIDENTAL  
EXPENSES) AND CAR RENTAL.

<u>Task</u>	<u>Fiscal Year</u>	<u>Destination</u>	<u>Total Number of Trips/People/Days</u>	<u>Total Airfare</u>	<u>Total Per diem</u>	<u>Total Car Rental</u>	<u>Total Travel Cost</u>
-------------	------------------------	--------------------	--------------------------------------------------	--------------------------	---------------------------	---------------------------------	----------------------------------

EXHIBIT F

SUMMARY OF OTHER DIRECT COSTS BY TASK AND OFFEROR'S FISCAL YEAR

<u>Description of Cost</u>	<u>Number of Units/Hours/etc.</u>	<u>Rate per Unit/Hour/etc.</u>	<u>Total Cost</u>
----------------------------	---------------------------------------	------------------------------------	-----------------------

SPECIFY BOTH THE QUANTITY  
AND THE MEASURE; FOR  
EXAMPLE, 100 HOURS OR 2  
DAYS.

\_\_\_\_\_

\$\_\_\_\_\_

NOTE: THIS SAME FORMAT SHOULD BE USED TO  
IDENTIFY ANY CONSULTANT COSTS PROPOSED. THE  
NUMBER OF DAYS OR HOURS AND THE RATE CAN BE  
ITEMIZED FOR EACH INDIVIDUAL CONSULTANT.

EXHIBIT G-1

SUMMARY OF INDIRECT EXPENSES

<u>Overhead Category</u>	<u>Previous Fiscal Year Base Pool FY:</u>	<u>Current Fiscal Year Base Pool FY:</u>	<u>Next Fiscal Year Base Pool FY:</u>
--------------------------	---------------------------------------------------	--------------------------------------------------	-----------------------------------------------

IMPORTANT NOTES:

- (1) SUBMIT A SEPARATE EXHIBIT G-1 FOR EACH OF YOUR COMPANY'S INDIRECT COST POOLS.
- (2) FOR EACH POOL, PROVIDE A BREAKDOWN BY EXPENSE ACCOUNT. SEE EXAMPLES ON THE FOLLOWING PAGES. EXAMPLES ARE PROVIDED SOLELY TO INDICATE AN

Base for Allocation:

\_\_\_\_\_ \$ \_\_\_\_\_

OFFEROR'S FISCAL YEAR: Beginning:\_\_\_\_\_ Ending:\_\_\_\_\_

EXHIBIT G-1

**FOR EXAMPLE ONLY**

SUMMARY OF INDIRECT EXPENSES

Overhead Category: Material Overhead

<u>Account Title</u>	<u>Previous Fiscal Year Base Pool FY: 20xx</u>	<u>Current Fiscal Year Base Pool* FY: 20xx</u>	<u>Next Fiscal Year Base Pool FY: 20xx</u>
Indirect Labor	\$ 823,833	\$ 864,327	\$ 1,125,500
Additional Compensation	31,000	34,392	41,225
Overtime Premium	5,010	5,263	5,500
Holidays	26,812	28,100	41,340
Sick Leave	20,768	22,018	33,750
Suggestion Awards	15	125	150
Vacations	43,607	45,734	56,250
Maintenance - Outside Services	165	192	200
Other Outside Services	78	76	75
Payroll Taxes	74,587	78,669	102,275
Travel	37,741	36,535	37,500
Dues and Subscriptions	651	651	651
Pension Fund	26,068	27,117	30,700
Operating Supplies	12,694	14,156	15,450
Stationery, Printing, & Operating Supplies	10,210	10,162	10,750
Telephone	19,184	20,322	21,500
Heat, Light, and Power	158,997	170,004	175,000
Depreciation	<u>79,554</u>	<u>79,554</u>	<u>79,554</u>
Total Expense Pool (A)	\$ 1,370,974	\$ 1,437,397	\$ 1,777,370
Allocation Base:			
Direct Materials (B)	\$25,878,940	\$28,466,900	\$31,313,600
Material Overhead Rate (A) / (B)	5.3%	5.0%	5.7%

\* Includes two months budgetary estimate.

OFFEROR'S FISCAL YEAR: Beginning: April 1      Ending: March 31

EXHIBIT G-1

**FOR EXAMPLE ONLY**

SUMMARY OF INDIRECT EXPENSES

Overhead Category: Labor Overhead

<u>Account Title</u>	<u>Previous Fiscal Year Base Pool FY: 20xx</u>	<u>Current Fiscal Year Base Pool* FY: 20xx</u>	<u>Next Fiscal Year Base Pool FY: 20xx</u>
Indirect Payroll	\$ 264,909	\$ 256,213	\$ 260,000
Payroll Taxes	226,249	227,698	228,000
Vacation	118,710	119,872	120,000
Holidays	109,506	109,772	110,000
Sick Leave	49,962	50,013	50,000
Pensions	170,729	172,079	171,000
Employee Morale	4,073	4,987	5,000
Office Equipment	7,201	7,562	7,000
Depreciation	5,006	4,736	5,000
Subscriptions	1,397	1,488	1,500
Travel	20,557	19,724	22,000
Miscellaneous	1,513	1,987	2,000
Stationery	5,706	6,201	6,000
Reproduction	16,714	17,945	17,000
Maintenance	5,197	5,791	5,000
Rent	200,025	201,218	202,000
Telephone	10,538	10,712	11,000
Insurance	<u>93,786</u>	<u>90,758</u>	<u>102,000</u>
Total Expense Pool (A)	\$1,311,778	\$1,308,756	\$1,324,500
Allocation Base:			
Direct Labor (B)	\$2,398,541	\$2,460,872	\$2,336,000
Labor Overhead			
Rate (A) / (B)	54.7%	53.2%	56.7%

\* Includes two months budgetary estimate.

OFFEROR'S FISCAL YEAR: Beginning: April 1      Ending: March 31

EXHIBIT G-1

**FOR EXAMPLE ONLY**

SUMMARY OF INDIRECT EXPENSES

Overhead Category: G&A Expense

<u>Account Title</u>	<u>Previous Fiscal Year Base Pool FY: 20xx</u>	<u>Current Fiscal Year Base Pool* FY: 20xx</u>	<u>Next Fiscal Year Base Pool FY: 20xx</u>
Payroll Taxes	\$ 54,909	\$ 56,213	\$ 56,800
Officers' Salaries	566,249	579,698	586,000
Indirect Salaries	1,407,100	1,458,724	1,460,500
Interest	63,506	63,772	60,500
Vacation	80,637	81,398	82,525
Holidays	49,962	50,013	49,500
Sick Leave	34,875	32,937	32,500
Contributions	15,743	13,289	15,000
Pensions	50,729	52,079	53,500
Office Equipment	30,541	27,942	26,750
Depreciation	30,557	29,724	29,000
Travel	62,513	64,987	67,000
Miscellaneous	30,706	41,201	43,250
Legal Fees	16,714	10,945	15,000
Accounting Fees	21,197	23,791	22,500
Computer	24,025	27,218	29,000
Rent	60,538	62,712	65,000
Advertising	13,786	10,758	12,500
Telephone	59,105	61,372	65,000
Insurance	13,844	15,473	15,500
 Total Pool	 \$ 2,687,236	 \$ 2,764,246	 \$ 2,787,325
Independent Research**	932,940	826,842	920,000
B&P	743,902	526,209	700,000
Total G&A Expenses	\$ 4,364,078	\$ 4,117,297	\$ 4,407,325
Less unallowables:			
Interest	63,506	63,772	60,500
Contributions	15,743	13,289	15,000
Advertising	13,786	10,758	12,500
Total Unallowables	\$ 93,035	\$ 87,819	\$ 88,000
Net Allowable			
G&A Expenses (A)	\$ 4,271,043	\$ 4,029,478	\$ 4,319,325
 Allocation Base:			
Total Cost Input (B)	\$50,993,247	\$52,932,479	\$53,549,800
 G&A Rate (A) / (B)	8.4%	7.6%	8.1%

\* Includes two months budgetary estimate.

\*\* If there are advance agreements, the explanation should so reference. Latest actual and estimated program expenditures and allocation bases should be provided.

OFFEROR'S FISCAL YEAR: Beginning: April 1      Ending: March 31

## EXHIBIT G-2

### SUMMARY OF PROPOSED INDIRECT RATES

<u>Indirect Rate Category</u>	<u>Fiscal Year 20xx</u>	<u>Fiscal Year 20xx</u>	<u>Fiscal Year 20xx</u>
-------------------------------	---------------------------------	---------------------------------	---------------------------------

NOTE: LIST ALL INDIRECT CATEGORIES  
CONTAINED IN YOUR PROPOSAL (I.E.,  
MATERIAL OVERHEAD, LABOR OVERHEAD,  
FRINGE BENEFITS, G&A EXPENSE,  
ETC.)

IDENTIFY PERCENTAGES OR FACTORS: DO NOT LIST  
DOLLAR AMOUNTS.

IF THE "NEXT FISCAL YEAR" RATE FROM EXHIBIT G-1 DIFFERS FROM RATES SHOWN  
ABOVE COVERING THE ENTIRE PERIOD OF PERFORMANCE, THEN ADDITIONAL EXHIBIT  
G-1 EXPENSE POOL AND ALLOCATION BASE DATA MUST BE PREPARED SO THAT ALL  
PROPOSED RATES ARE FULLY SUPPORTED.

EXHIBIT H

SUMMARY OF ESCALATION FACTORS/PERCENTAGES BY COST ELEMENT

<u>Cost Element</u>	<u>Fiscal Year</u>	<u>Fiscal Year</u>	<u>Fiscal Year</u>
---------------------	------------------------	------------------------	------------------------

NOTE: LIST EACH COST ELEMENT  
(I.E., MATERIALS, LABOR,  
TRAVEL, ETC.) THAT IS  
ESCALATED AND THE APPLICABLE  
RATE.

IDENTIFY PERCENTAGES OR FACTOR: DO NOT LIST  
DOLLAR AMOUNTS.



## EXHIBIT I

### PRE-AWARD ACCOUNTING SYSTEM SURVEY

This accounting system review is designed to determine the adequacy and suitability of a contractor's accounting system and practices for accumulating costs under the type of Government instrument to be awarded. The Offeror(s) and each subcontractor whose total proposed costs exceed \$100,000 shall complete the attached accounting system survey. The form should be completed and signed by an individual familiar with the capabilities of the organization's accounting system.

Does the Accounting System provide for:	<u>YES</u>	<u>NO</u>
1. Proper segregation of direct costs from indirect costs?	___	___
2. Identification and accumulation of direct costs by contract? Under a job order cost system, subsidiary cost records for each individual contract are generally available?	___	___
3. A logical and consistent method for the allocation of indirect costs to intermediate and final cost objectives?	___	___
4. Accumulation of costs under general ledger control?	___	___
5. A timekeeping system that identifies employees' labor by intermediate or final cost objectives?	___	___
6. A labor distribution system that charges direct and indirect labor to the appropriate cost objectives?	___	___
7. Interim (at least monthly) determination of costs charged to a contract through routine posting of books of account?	___	___
8. Exclusion from costs charged to Government contracts of amounts which are not allowable pursuant to FAR Part 31, Contract Cost Principles and Procedures, or other contract provisions?	___	___
9. Identification of costs by contract line item if required by the proposed contract?	___	___

PRINTED NAME  
AND TITLE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## **ATTACHMENT I**

### **INSTRUCTIONS FOR PREPARING THE STATEMENT OF WORK**

## **INSTRUCTIONS FOR PREPARING THE STATEMENT OF WORK**

The Department of Energy's National Energy Technology Laboratory uses a specific format for Statements of Work in its contracts. In broad solicitations such as this Program Research Development Announcement (PRDA), where the Government does not provide a Statement of Work, the Offeror is to provide one, which the Department of Energy will then use to generate the Statement of Work to be included in the contract. The following format includes Objectives, Success Criteria, Scope of Work, Tasks to Be Performed, Deliverables, and Briefings.

All proposals must contain a single, detailed Statement of Work that addresses how the project objectives will be met. The Statement of Work must contain a clear, concise description of all activities to be completed during project performance and follow the structure discussed below. This Statement of Work may be released to the public by DOE in whole or in part at any time. It is therefore required that it shall not contain proprietary data or confidential business information.

The Statement of Work is limited to three (3) pages in total for oxidation and reduction technologies and four (4) pages in total for decontamination technologies, and shall be included in Appendix A of Volume II, Technical Proposal. Offerors shall prepare the Statement of Work in the following format:

### **TITLE OF WORK TO BE PERFORMED (Do Not Use Solicitation Title)**

Insert title of work to be performed. Be concise and descriptive

#### **A. OBJECTIVES**

Include one paragraph on the overall objectives of the work. Identify specific objectives for Phase I – Proof of Principle Cold Demonstration (for all technologies). Identify specific objectives for Phase II – Proof of Principle Actual Waste Demonstration (for decontamination technologies).

#### **B. SUCCESS CRITERIA**

This section must describe the specific measurement of the impact/benefit of the proposed technology for waste management applications.

#### **C. SCOPE OF WORK**

This section should not exceed one page and should define the effort that will take place and the methodology to achieve the demonstration of the proposed technology.

## **D. TASKS TO BE PERFORMED**

### Phase I – Proof of Principle Cold Demonstration (for all proposed technologies)

Until the National Environmental Policy Act review and approval process is completed and notification is provided, the Contractor shall take no action that would have an adverse impact on the environment or limit the choice of reasonable alternatives to the proposed action.

#### **Task I – Develop Test Plan**

The Offeror shall provide a preliminary demonstration test plan. At a minimum, the preliminary test plan shall include objectives of the technology demonstration; description of equipment, setup, and procedures; duration of demonstration; and criteria for determining the success of the demonstration. The Offeror will be responsible for the data to be collected, the description of equipment used for data collection, and the description of processing and interpretation of data.

The Offeror shall propose the type and amount of involvement of their personnel in the demonstration. The Offeror will operate the equipment for the Proof of Principle Cold Demonstration. If additional teaming is required for commercialization of the proposed technology, the Offeror should consider their approach to provide the technology on a commercial basis and propose the team's involvement in the demonstration.

#### **Task 2 – Mobilization**

The Offeror shall discuss how the process will be set up or installed at the vendor site including the utility requirements and other support services.

#### **Task 3 – Demonstration**

The Offeror shall discuss the methodology, number of personnel involved, type of information to be recorded, duration of demonstration, expected production rate, waste generated during demonstration, any maintenance requirements (duration and interval), and support activities are required.

#### **Task 4 – Demobilization**

The Offeror shall discuss the process and requirements after the completion of the demonstration.

#### **Task 5 – Reports Review**

The Offeror shall provide support in preparing and reviewing reports and information collected during the demonstration for preparation of an End of Phase Report.

The Offeror will be required to complete a detailed progress/final report at the conclusion of Phase I in accordance with the instructions provided in Section H, and the reporting requirements detailed in Section J, Attachment B, Reporting Requirements Checklist.

## Phase II – Proof of Principle Actual Waste Demonstration (for decontamination technologies)

### Task I – Develop Test Plan

The Offeror shall provide a preliminary demonstration test plan. At a minimum, the preliminary test plan shall include objectives of the technology demonstration; description of equipment, setup, and procedures; duration of demonstration; and criteria for determining the success of the demonstration. The Savannah River Site personnel will be responsible for the data to be collected, the description of equipment used for data collection, and the description of processing and interpretation of data.

The Offeror shall propose the type and amount of involvement of their personnel in the demonstration. The Savannah River Site personnel will operate the equipment for the Proof of Principle Actual Waste Demonstration. If additional teaming is required for commercialization of the proposed technology, the Offeror should consider their approach to provide the technology on a commercial basis and propose the team's involvement in the demonstration.

### Task 2 – Mobilization

The Offeror shall discuss how the process will be set up or installed at the Savannah River Site, including utility requirements and other site support services. It is anticipated that one to two weeks of training is required before performing the actual work.

### Task 3 – Demonstration(s)

The Offeror shall discuss the methodology, number of personnel involved, type of information to be recorded, duration of demonstration, expected production rate, waste generated during demonstration, any maintenance requirements (duration and interval), and site support activities are required.

### Task 4 – Demobilization

The Offeror shall discuss the process and requirements after the completion of the demonstration and answer these questions:

- How will be equipment be decontaminated?
- How will generated contaminated waste be disposed of?
- Are any special permits required for this disposal?
- How will the technology system be removed from the site after the completion of the demonstration?

## Task 5 – Reports Review

The Offeror shall provide support in preparing and reviewing reports and information collected during the demonstration for preparation of an End of Phase Report.

The Offeror will be required to complete a detailed progress/final report at the conclusion of Phase II in accordance with the instructions provided in Section H, Article H.31 and Article H.32, and the reporting requirements detailed in Section J, Attachment B.

### **E. DELIVERABLES AS A RESULT OF THE STATEMENT OF WORK**

In addition to the periodic, topical and final reports listed in the Federal Contract Reporting Requirements Checklist, the Recipient shall provide the following:

- (1) Topical Report after each Phase completion, if required.
- (2) A deployment plan as required.
- (3) Test Plan for Field Testing as required.
- (4) Final Report required on completion of the contract.
- (5) Providing camera ready Innovative Technology Summary Report after completion of technology demonstration.

### **F. BRIEFINGS**

The contractor shall prepare detailed briefings for presentation to the Contracting Officer's Representative (COR) at Morgantown, West Virginia or at a location designated by the COR. The briefings shall be given by the contractor to explain the plans, progress, and results of the project effort. The first briefing shall be presented within 60 days after award. The contractor shall present a briefing at least 45 days before completion of effort.

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS OR QUOTERS**

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**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER  
STATEMENTS OF OFFERORS OR QUOTERS**

**K.1    52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO  
INFLUENCE CERTAIN FEDERAL TRANSACTIONS. (APR 1991)**

- (a) The definitions and prohibitions contained in the clause, at FAR 52.203-12, Limitation on Payments to Influence Certain Federal Transactions, included in this solicitation, are hereby incorporated by reference in paragraph (b) of this certification.
- (b) The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that on or after December 23, 1989 -
  - (1) No Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement;
  - (2) If any funds other than Federal appropriated funds (including profit or fee received under a covered Federal transaction) have been paid, or will be paid, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress on his or her behalf in connection with this solicitation, the offeror shall complete and submit, with its offer, OMB standard form LLL, Disclosure of Lobbying Activities, to the Contracting Officer; and
  - (3) He or she will include the language of this certification in all subcontract awards at any tier and require that all recipients of subcontract awards in excess of \$100,000 shall certify and disclose accordingly.
- (c) Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by section 1352, title 31, United States Code. Any person who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure form to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$100,000, for each such failure.

**K.2    52.204-3 TAXPAYER IDENTIFICATION. (OCT 1998)**

- (a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.



"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

- (b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.
- (c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.
- (d) Taxpayer Identification Number (TIN).

☐ TIN: \_\_\_\_\_

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

- (e) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_

(f) Common parent.

[ ] Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

[ ] Name and TIN of common parent:

Name: \_\_\_\_\_

TIN: \_\_\_\_\_

**K.3 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS (MAY 1999))**

- (a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.
- (b) Representation. *[Complete only if the offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program Representations, of this solicitation.]* The offeror represents that it [ ] is a women-owned business concern.

**K.4 52.209-5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS. (MAR 1996)**

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

- (A) Are [ ] are not [ ] presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (B) Have [ ] have not [ ], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and
- (C) Are [ ] are not [ ] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subdivision (a)(1)(i)(B) of this provision.

- (ii) The Offeror has ☐ has not ☐, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.
- (2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

- (b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- (c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.
- (d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- (e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

**K.5    52.215-6 PLACE OF PERFORMANCE. (OCT 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, ☐ intends, ☐ does not intend (check applicable block) to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE  
STREET ADDRESS, CITY  
STATE, COUNTY, ZIP CODE

NAME AND ADDRESS OF OWNER  
AND OPERATOR OF THE PLANT  
OR FACILITY IF OTHER THAN  
OFFEROR OR RESPONDENT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**K.6    52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS. (OCT 2000) --  
ALTERNATE I (OCT 2000)**

- (a) (1) The standard industrial classification (NAICS) code for this acquisition is [insert NAICS code].
- (2) The small business size standard is [insert size standard].
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) Representations. (1) The offeror represents as part of its offer that it [ ] is, [ ] is not a small business concern.
- (2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, as part of its offer that it (\_\_\_) is, (\_\_\_) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.
- (3) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it [ ] is, [ ] is not a women-owned small business concern.
- (4) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a veteran-owned small business concern.
- (5) [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.] The offeror represents as part of its offer that it [ ] is, [ ] is not a service-disabled veteran-owned small business concern.

(6) [Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that--

- (i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR Part 126; and
- (ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(c) Definitions. As used in this provision --

"Small business concern," means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and the size standard in paragraph (a) of this provision.

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

- (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent care giver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Women-owned small business concern," as used in this provision, means a small business concern -

- (1) Which is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
  - (2) Whose management and daily business operations are controlled by one or more women.
- (d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.
- (2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall --
- (i) Be punished by imposition of fine, imprisonment, or both;
  - (ii) Be subject to administrative remedies, including suspension and debarment; and
  - (iii) Be ineligible for participation in programs conducted under the authority of the Act.

**K.7 52.219-22 SMALL DISADVANTAGED BUSINESS STATUS. (OCT 1999)**

- (a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Program Representation.
- (b) Representations.
- (1) General. The offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition; and either--
- (i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and
  - (A) No material change in disadvantaged ownership and control has occurred since its certification;

- (B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and
  - (C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or
  - (ii) It has submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.
- (2) For Joint Ventures. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: [ ]
- (c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:
- (1) Be punished by imposition of a fine, imprisonment, or both;
  - (2) Be subject to administrative remedies, including suspension and debarment; and
  - (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

**K.8 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999)**

The offeror represents that -

- (a) It (\_\_\_) has, (\_\_\_) has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation;
- (b) It (\_\_\_) has, (\_\_\_) has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

**K.9 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984)**

The offeror represents that -

- (a) It \_\_\_ has developed and has on file, \_\_\_ has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It \_\_\_ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

**K.10 52.223-13 CERTIFICATION OF TOXIC CHEMICAL RELEASE REPORTING (OCT 2000)**

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -
  - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
  - (2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: (*Check each block that is applicable.*)
    - \_\_\_ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);
    - \_\_\_ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);
    - \_\_\_ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);
    - \_\_\_ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or



- \_\_\_ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

**K.11 52.226-2 HISTORICALLY BLACK COLLEGE OR UNIVERSITY AND MINORITY INSTITUTION REPRESENTATION (MAY 1997)**

- (a) Definitions. As used in this provision -

"Historically Black College or University" means an institution determined by the Secretary of Education to meet the requirements of 34 CFR 608.2. For the Department of Defense, the National Aeronautics and Space Administration, and the Coast Guard, the term also includes any nonprofit research institution that was an integral part of such a college or university before November 14, 1986.

"Minority Institution" means an institution of higher education meeting the requirements of Section 1046(3) of the Higher Education Act of 1965 (20 U.S.C. 1135d-5(3)) which, for the purpose of this provision, includes a Hispanic-serving institution of higher education as defined in Section 316(b)(1) of the Act (20 U.S.C. 1059c(b)(1)).

- (b) Representation. The offeror represents that it -

\_\_\_ is \_\_\_ is not a Historically Black College or University;

\_\_\_ is \_\_\_ is not a Minority Institution.

**K.12 52.227-15 REPRESENTATION OF LIMITED RIGHTS DATA AND RESTRICTED COMPUTER SOFTWARE (MAY 1999)**

- (a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data--General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data--General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [offeror check appropriate block] --

\_\_\_\_\_ None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

\_\_\_\_\_ Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

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Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data--General."

**K.13 52.230-1 COST ACCOUNTING STANDARDS NOTICES AND CERTIFICATION**  
**(JUN 2000)**

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

**I. DISCLOSURE STATEMENT - COST ACCOUNTING PRACTICES AND CERTIFICATION**

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

- (b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

- (c) Check the appropriate box below:

☐ (1) Certificate of Concurrent Submission of Disclosure Statement. The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:

\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

- [ ] (2) Certificate of Previously Submitted Disclosure Statement. The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: \_\_\_\_\_

Name and Address of Cognizant ACO or Federal Official Where Filed:  
\_\_\_\_\_

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

- [ ] (3) Certificate of Monetary Exemption. The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.
- [ ] (4) Certificate of Interim Exemption. The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

## **II. COST ACCOUNTING STANDARDS - ELIGIBILITY FOR MODIFIED CONTRACT COVERAGE**

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

## **III. ADDITIONAL COST ACCOUNTING STANDARDS APPLICABLE TO EXISTING CONTRACTS**

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes      ☐ no

## **K.14 COMPLIANCE WITH VETERANS EMPLOYMENT REPORTING REQUIREMENTS (JUNE 1999)**

- (a) The Offeror represents that, if it is subject to the reporting requirements of 38 U.S.C. 4212(d) (i.e. the VETS-100 report required by the Federal Acquisition Regulation clause 52.222-37, Employment Reports on Disabled Veterans and Veterans of the Vietnam Era), it has ☐ , has not ☐ submitted the most recent report required by 38 U.S.C. 4212(d).
- (b) An Offeror who checks "has not" may not be awarded a contract until the required reports are filed. (31 U.S.C. 1354)

**K.15 SIGNATURE/CERTIFICATION (MAR 1999)**

By signing below, the offeror certifies, under penalty of law, that the representations and certifications are accurate, current, and complete. The offeror further certifies that it will notify the Contracting Officer of any changes to these representations and certifications. The representations and certification made by the offeror, as contained herein, concern matters within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent representation or certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

\_\_\_\_\_  
Signature of the Officer or Employee  
Responsible for the Offer

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Typed Name and Title of the Officer or Employee  
Responsible for the Offer

Name and Address of Organization:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Solicitation Number: \_\_\_\_\_

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## **SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR QUOTERS**

### **L.1 CONSECUTIVE NUMBERING (JAN 1999)**

Due to automated procedures employed in formulating this document, clauses and provisions contained within it may not always be consecutively numbered.

### **L.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these address(es):

<http://www.arnet.gov/far/index.html>

<http://www.pr.doe.gov/dear.html>

### **L.3 CONTENT OF RESULTING CONTRACT (NOV 1998)**

Any contract awarded as a result of this RFP will contain PART I - The Schedule, PART II - Contract Clauses, and PART III, Section J - List of Documents, Exhibits and Other Attachments (excluding those attachments including in this RFP relating to submission of proposals). Blank areas appearing in these sections, indicated by "[ ]" will be completed prior to contract award.

Offerors should carefully review the information contained therein, and, as appropriate, state any proposed exceptions/deviations per FAR 52.215-1.

**L.4 PARTICIPATION BY FEDERALLY FUNDED RESEARCH AND DEVELOPMENT CENTERS (FFRDC) AND DEPARTMENT OF ENERGY (DOE) MANAGEMENT AND OPERATIONS (M&O) CONTRACTORS (DEC 2000)**

**A. PROPOSED USE OF A DOE M&O CONTRACTOR**

Proposals submitted by, or substantially relying upon the technical expertise of, (1) another Federal agency; (2) a Federally Funded Research and Development Center (FFRDC) sponsored by a Federal agency; or (3) a Department of Energy (DOE) Management and Operating (M&O) contractor are not desired, will not be evaluated, and will not be eligible for an award under this solicitation. Offerors are encouraged to maximize the use of private sector organizations in the performance of the proposed effort. However, a proposal that includes performance by a FFRDC or DOE M&O contractor(s) may be considered for award, provided that: (1) the proposed use of any such entities is specifically authorized by the cognizant agency for the FFRDC or DOE for DOE M&O contractors, in accordance with the procedures established for the FFRDC or the DOE M&O contractor; (2) the work is not otherwise available from the private sector; and (3) the estimated aggregate cost of the FFRDC or M&O contractor(s) work does not exceed 25 percent of the total estimated project cost. DOE reserves the right to fund the work through a DOE field work proposal or an interagency agreement. If so, DOE will not reimburse the prime contractor or higher-tiered subcontractor, for indirect costs (e.g. overhead and/or G&A) allocated to the FFRDC or M&O subcontract costs

**B. PROPOSAL SUBMISSION REQUIREMENTS**

In addition to the proposal information to be provided by the offeror as set forth in other parts of this Section L, the following requirements apply:

**1. Justification.**

The offeror shall submit a letter with its proposal (Volume I) which states that to the best of its knowledge, the work requested will not place the FFRDC or the DOE M&O contractor(s) in direct competition with the domestic private sector, and that the proposed scope of work cannot be performed by any private entity.

**2. Work Scope.**

The proposal must provide a detailed scope of work which clearly identifies that portion of the proposed effort to be performed by the offeror and a separate scope of work for the effort to be performed by the FFRDC or DOE M&O contractor(s). This detailed scope of work shall be provided as an appendix to the Volume II, Technical Proposal.

3. Cost Information.

The offeror shall provide cost information for that portion of the proposed work scope (see 2, above) to be performed by a FFRDC or DOE M&O contractor(s). The cost information shall be furnished in the same format and level of detail as prescribed for subcontractors. If a contractor uses an FFRDC or DOE M&O contractor to perform a portion of the work, the contractor's cost sharing shall be based on the total cost of the project, including both the contractor's and the FFRDC or DOE M&O's portions of the effort. The estimated cost of the effort shall be clearly identified in the Volume III, Cost Proposal.

4. Authorization from the DOE Contracting Officer

The applicant must submit a document from the DOE Contracting Officer or authorized designee stating that the DOE M&O contractor is authorized to participate in the proposed effort.

**L.5 RESPONSIBLE PROSPECTIVE CONTRACTORS (JUNE 1999)**

All responsible individuals, corporations, non-profit organizations, educational institutions, and state or local governments may submit proposals for consideration. The general and additional minimum standards for responsible prospective Contractors set forth at FAR 9.1 apply.

DOE may conduct preaward surveys in accordance with FAR 9.106 and may solicit from available sources, relevant information concerning the offeror's record of past performance, and use such information in making determinations of prospective offeror responsibility.

**L.6 TIME, DATE AND PLACE PROPOSALS ARE DUE (JAN 2000)**

The date and time for submission of proposals shall be NO LATER THAN January 30, 2001, 4:00 p.m., local prevailing time at the place designated for receipt of proposals. (See the proposal submission instructions, including the provision describing treatment of late submissions, modifications, and withdrawals of proposals.)

- Proposal Submission by U.S. Mail

Proposals must be received at the following mailing address:

U. S. Department of Energy  
National Energy Technology Laboratory  
P.O. Box 10940, MS 921-107  
Pittsburgh, PA 15236-0940

- Proposal Submission by Other than U.S. Mail

Offerors electing to submit proposals by means other than the U.S. Mail, including commercial courier service, assume the full responsibility of insuring that proposals are received at the following hand-carry address by the date and time specified above:

U.S. Department of Energy  
National Energy Technology Laboratory  
626 Cochran's Mill Road  
Building 921, Room 164  
Pittsburgh, PA 15236-0940

Such proposals must be closed and sealed as if for mailing.

- External Marking of Proposals

Proposals shall be marked with the following information:

- (1) Address of Proposer
- (2) Solicitation Number
- (3) Due Time and Date of Proposals

#### **L.7 INTENTION TO PROPOSE (MAR 1999)**

To enable us to anticipate the number of submissions to be evaluated, please complete the information in the Intention to Propose form contained in **Section J** and return to the addressee shown via mail, facsimile or e-mail, by the earliest practical date.

#### **L.8 NUMBER OF AWARDS (NOV 1997)**

It is anticipated that there will be multiple awards (2 or more) resulting from this solicitation. However, the Government reserves the right to make any number of awards, or no award, if considered to be in the Government's best interest to do so.

**L.9     52.215-1 INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITION. (FEB 2000) -- ALTERNATE I (OCT 1987)**

(a) Definitions. As used in this provision--

"Discussions" are negotiations that occur after establishment of the competitive range that may, at the Contracting Officer's discretion, result in the offeror being allowed to revise its proposal.

"In writing" or "written" means any worded or numbered expression which can be read, reproduced, and later communicated, and includes electronically transmitted and stored information.

"Proposal modification" is a change made to a proposal before the solicitation's closing date and time, or made in response to an amendment, or made to correct a mistake at any time before award.

"Proposal revision" is a change to a proposal made after the solicitation closing date, at the request of or as allowed by a Contracting Officer as the result of negotiations.

"Time," if stated as a number of days, is calculated using calendar days, unless otherwise specified, and will include Saturdays, Sundays, and legal holidays. However, if the last day falls on a Saturday, Sunday, or legal holiday, then the period shall include the next working day.

(b) Amendments to solicitations. If this solicitation is amended, all terms and conditions that are not amended remain unchanged. Offerors shall acknowledge receipt of any amendment to this solicitation by the date and time specified in the amendment(s).

(c) Submission, modification, revision, and withdrawal of proposals. (1) Unless other methods (e.g., electronic commerce or facsimile) are permitted in the solicitation, proposals and modifications to proposals shall be submitted in paper media in sealed envelopes or packages (i) addressed to the office specified in the solicitation, and (ii) showing the time and date specified for receipt, the solicitation number, and the name and address of the offeror. Offerors using commercial carriers should ensure that the proposal is marked on the outermost wrapper with the information in paragraphs (c)(1)(i) and (c)(1)(ii) of this provision.

(2) The first page of the proposal must show--

- (i) The solicitation number;
- (ii) The name, address, and telephone and facsimile numbers of the offeror (and electronic address if available);

- (iii) A statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation and agreement to furnish any or all items upon which prices are offered at the price set opposite each item;
  - (iv) Names, titles, and telephone and facsimile numbers (and electronic addresses if available) of persons authorized to negotiate on the offeror's behalf with the Government in connection with this solicitation; and
  - (v) Name, title, and signature of person authorized to sign the proposal. Proposals signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the issuing office.
- (3) Submission, modification, revision, and withdrawal of proposals. (i) Offerors are responsible for submitting proposals, and any modifications or revisions, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that proposal or revision is due.
- (ii) (A) Any proposal, modification, or revision received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and--
    - (1) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of proposals; or
    - (2) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or
    - (3) It is the only proposal received.
  - (B) However, a late modification of an otherwise successful proposal that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.
  - (iii) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the proposal wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.

- (iv) If an emergency or unanticipated event interrupts normal Government processes so that proposals cannot be received at the office designated for receipt of proposals by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation, the time specified for receipt of proposals will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.
  - (v) Proposals may be withdrawn by written notice received at any time before award. Oral proposals in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile proposals, proposals may be withdrawn via facsimile received at any time before award, subject to the conditions specified in the provision at [52.215-5](#), Facsimile Proposals. Proposals may be withdrawn in person by an offeror or an authorized representative, if the identity of the person requesting withdrawal is established and the person signs a receipt for the proposal before award.
- (4) Unless otherwise specified in the solicitation, the offeror may propose to provide any item or combination of items.
  - (5) Offerors shall submit proposals in response to this solicitation in English, unless otherwise permitted by the solicitation, and in U.S. dollars, unless the provision at FAR 52.225-17, Evaluation of Foreign Currency Offers, is included in the solicitation.
  - (6) Offerors may submit modifications to their proposals at any time before the solicitation closing date and time, and may submit modifications in response to an amendment, or to correct a mistake at any time before award.
  - (7) Offerors may submit revised proposals only if requested or allowed by the Contracting Officer.
  - (8) Proposals may be withdrawn at any time before award. Withdrawals are effective upon receipt of notice by the Contracting Officer.
- (d) Offer expiration date. Proposals in response to this solicitation will be valid for the number of days specified on the solicitation cover sheet (unless a different period is proposed by the offeror).



- (e) Restriction on disclosure and use of data. Offerors that include in their proposals data that they do not want disclosed to the public for any purpose, or used by the Government except for evaluation purposes, shall--

- (1) Mark the title page with the following legend:

This proposal includes data that shall not be disclosed outside the Government and shall not be duplicated, used, or disclosed--in whole or in part--for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this offeror as a result of--or in connection with--the submission of this data, the Government shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit the Government's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets [**Contractor to insert numbers or other identification of sheets**]; and

- (2) Mark each sheet of data it wishes to restrict with the following legend:

Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.

- (f) Contract award. (1) The Government intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the factors and subfactors in the solicitation.
- (2) The Government may reject any or all proposals if such action is in the Government's interest.
- (3) The Government may waive informalities and minor irregularities in proposals received.
- (4) The Government intends to evaluate proposals and award a contract after conducting discussions with offerors whose proposals have been determined to be within the competitive range. If the Contracting Officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the Contracting Officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

- (5) The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit cost or prices offered, unless the offeror specifies otherwise in the proposal.
- (6) The Government reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the Government's best interest to do so.
- (7) Exchanges with offerors after receipt of a proposal do not constitute a rejection or counteroffer by the Government.
- (8) The Government may determine that a proposal is unacceptable if the prices proposed are materially unbalanced between line items or subline items. Unbalanced pricing exists when, despite an acceptable total evaluated price, the price of one or more contract line items is significantly overstated or understated as indicated by the application of cost or price analysis techniques. A proposal may be rejected if the Contracting Officer determines that the lack of balance poses an unacceptable risk to the Government.
- (9) If a cost realism analysis is performed, cost realism may be considered by the source selection authority in evaluating performance or schedule risk.
- (10) A written award or acceptance of proposal mailed or otherwise furnished to the successful offeror within the time specified in the proposal shall result in a binding contract without further action by either party.
- (11) The Government may disclose the following information in postaward debriefings to other offerors:
  - (i) The overall evaluated cost or price and technical rating of the successful offeror;
  - (ii) The overall ranking of all offerors, when any ranking was developed by the agency during source selection;
  - (iii) A summary of the rationale for award; and
  - (iv) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.

**L.10 52.216-1 TYPE OF CONTRACT (APR 1984-R)**

The Government contemplates award of a “Cost Reimbursement No Fee Contract” or a “Cost Sharing Contract,” whichever is more advantageous to the Government, as explained in the Executive Summary Letter.

**L.11 FALSE STATEMENTS (NOV 1997)**

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

**L.12 EXPENSES RELATED TO OFFEROR SUBMISSIONS (FEB 1998)**

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

**L.13 ALTERNATE PROPOSAL INFORMATION - NONE (NOV 1997)**

Alternate proposals are not solicited, are not desired, and shall not be evaluated.

**L.14 AMENDMENT OF THE SOLICITATION (JAN 2000)**

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled preproposal conference or subsequent discussions, whether oral or in writing, will modify or supersede the terms of this solicitation. All amendments to this RFP will be posted on the NETL Homepage at "<http://www.netl.doe.gov/business/solicit/>". Receipt of an amendment to a solicitation by an offeror must be acknowledged and received prior to the hour and date specified for receipt of offers.

**L.15 CLASSIFIED MATERIAL - NONE (NOV 1997)**

Performance under the proposed contract is not anticipated to involve access to classified material.

**L.16 PREPROPOSAL CONFERENCE IS NOT PLANNED (NOV 1997)**

A preproposal conference for this solicitation is not contemplated.

**L.17 AN EQUAL RIGHTS NOTE (NOV 1997)**

Wherever, in the solicitation or contract "man," "men," or their related pronouns may appear, either as words or as parts of words (and other than with obvious reference to named male individuals), they have been used for literary purposes and are meant in their generic sense (i.e., to include all humankind - both female and male sexes).

**L.18 SMALL BUSINESS SIZE STANDARDS AND SET-ASIDE INFORMATION (UNRESTRICTED) (MAY 1999)**

This acquisition is unrestricted and contains no set-aside provisions.

**L.19 PROPOSAL PREPARATION INSTRUCTIONS -- GENERAL (MAR 1999)**

To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate), and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the offeror, the date, and the solicitation number to the extent practicable.

The proposal is to clearly and fully demonstrate the offeror's capability, knowledge, experience, and expertise with regard to the requirements described herein. Simply stating that the offeror understands and will comply with technical and management requirements is not adequate. Similarly, phrases such as "standard procedures will be employed" or "well-known techniques will be used" are also inadequate.

Overall Arrangement of Proposal:

The overall proposal shall consist of three (3) physically separate volumes, individually entitled as stated below. The required number of each proposal volume is shown below:

<u>PROPOSAL VOLUME -- TITLE</u>	<u>ORIGINAL</u>	<u>COPIES</u>	<u>PAGE LIMITATION</u>
Volume I -- Offer and Other Documents	1	2	None
Volume II -- Technical Proposal	1	5	50 [See Paragraph L.23]
Volume III -- Cost Proposal	1	3	None

The text of each proposal volume shall be typed, single-spaced, using Elite size (or equivalent, such as times-roman, courier, or arial), 12 pitch type (or equivalent), and printed, unreduced on size 8 1/2-inch by 11-inch paper. For interpretation of page limitation guidelines, the front and back of a single sheet are counted as two pages. Illustrations shall be legible and no longer than 11-inch by 17-inch fold-outs, as appropriate for the subject matter. Each 11-inch by 17-inch fold-out is considered two pages when determining the number of pages. Pages of each volume shall be sequentially numbered with the volume and page numbers on each page. Except as otherwise noted in the solicitation, the page guidelines set forth constitute a limitation on the total amount of material that may be submitted for evaluation. No material may be incorporated in any proposal by reference as a means to circumvent the page limitation.

Offerors are not to provide proposal information in three-ring binders.

**L.20 PREPARATION INSTRUCTIONS: VOLUME I - OFFER AND OTHER DOCUMENTS (MAR 1999)**

Volume I, Offer and Other Documents, consists of the actual offer to enter into a contract to perform the desired work, other documents requiring the signature of the offeror's authorized representative, and the offeror's description of its business and management approaches to satisfying the Statement of Work and its capability to perform the work.

**FORMAT AND CONTENT**

Volume I, Offer and Other Documents, shall include the following documents (in the order listed):

1. The SF33 Form -- Solicitation, Offer and Award (Page 1 of this solicitation)
  - (a) Offerors shall complete Blocks 12, 15A, 15B, 15C, 16, and sign in block 17. The SF33 is to be fully executed, including the acknowledgment of amendments, if applicable, and signed by an authorized individual of the proposing organization. Two signed originals shall be included.
  - (b) The offeror's Acceptance Period (See Block 12) entered shall not be less than 180 days.
  - (c) Signature Authority. The person signing the SF33 must have the authority to commit the offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
  - (d) Non-Government Personnel. If the Offeror objects to non-governmental "technical, scientific and/or peer reviewers," it should so state here.
2. Offeror Representations and Certifications Fully Executed

Offeror Representations and Certifications included under Section K of this solicitation are to be fully executed and a copy included in each copy of Volume I, Offer and Other Documents. As stated in Section K, should an offeror be selected for further negotiations, he must certify to the certifications referenced.

### 3. Supporting Data

The supporting data to be included in Volume I shall include all of the following information:

- (a) The suitability of proposed teaming agreements among participants (including subcontractors).
- (b) A discussion of the proposed involvement of qualified and capable small and small socially and economically disadvantaged business concerns. This section shall also contain the offerors commitment to, on request, submit and negotiate in good faith a Small and Small Disadvantaged Business Subcontracting Plan in accordance with FAR 52.219-9 of this solicitation.

### 4. Exceptions and Deviations

The offeror shall identify and explain any exceptions or deviations taken or conditional assumptions made with respect to the model contract, Offeror Representations and Certifications, and the requirements included in Volume I -- Offer and Other Documents, Volume II -- Technical Proposal and Volume III -- Cost Proposal. Any exceptions taken must contain sufficient justification to permit evaluation. The benefit to the Government shall be explained for each exception taken. Such exceptions will not, of themselves, automatically cause a proposal to be termed unacceptable. A large number of exceptions, or one or more significant exceptions not providing benefit to the Government, however, may result in rejection of your proposal(s) as unacceptable. Offerors who object to review of their proposal by persons other than Government employees shall so state in this Volume I. Again, offerors are cautioned that DOE may be unable to give full consideration to proposals which indicate that only Government evaluation is authorized.

## **L.21 ENVIRONMENTAL, HEALTH, SAFETY AND SOCIETY IMPACT (MAR 1999)**

Should the Offeror be selected for further negotiations leading to contract award, the Offeror will be required to submit a completed Environmental Assessment Questionnaire (see Section J, Attachment F). This will be a detailed, self-contained document summarizing the proposed action, its alternatives, the existing environment, anticipated impacts from the project, and any regulatory compliance necessary. DOE shall use this questionnaire to evaluate the potential impacts of the proposed project, and at the earliest possible time, whether execution of the proposed activities will require an Environmental Assessment (EA), an Environmental Impact Statement (EIS), or can be covered under a Categorical Exclusion (CX). If the environmental impacts are considered significant, the selectee, prior to award, will be required to prepare the Environmental Compliance Plan, an Environmental Monitoring Plan, and Environmental Report. Contract award will be made after the environmental material submitted by the respective contractor has been reviewed and accepted by DOE.

**L.22    52.204-6 DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER (JUN 1999)**

- (a) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" followed by the DUNS number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet Information Services.
- (b) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. A DUNS number will be provided immediately by telephone at no charge to the offeror. For information on obtaining a DUNS number, the offeror, if located within the United States, should call Dun and Bradstreet at 1-800-333-0505. The offeror should be prepared to provide the following information:
  - (1) Company name.
  - (2) Company address.
  - (3) Company telephone number.
  - (4) Line of business.
  - (5) Chief executive officer/key manager.
  - (6) Date the company was started.
  - (7) Number of people employed by the company.
  - (8) Company affiliation.
- (c) Offerors located outside the United States may obtain the location and phone number of the local Dun and Bradstreet Information Services office from the Internet home page at <http://www.customerservice@dnb.com/>. If an offeror is unable to locate a local service center, it may send an e-mail to Dun and Bradstreet at [globalinfo@mail.dnb.com](mailto:globalinfo@mail.dnb.com).

**L.23 PREPARATION INSTRUCTIONS: VOLUME II - TECHNICAL PROPOSAL (OCT 2000)**

Volume II - Technical Proposal will be used to assess both the scientific merit of the proposed work and its relevance to both DOE's current programmatic objectives and the objectives of this solicitation (see Part I, Section J, Attachment A) The technical proposal must be self-contained and written in a clear and concise manner. The proposal shall be definitive with respect to the research which the offeror actually proposes to conduct. If the proposal is selected for comprehensive evaluation, the criteria specified in Section M shall be applied.

The maximum number of pages for the Technical Proposal shall be limited to 50 pages. For interpretation of page guidelines, reference the clause entitled, "Proposal Preparation Instructions -- General". Note that the Cover Sheet and Public Abstract are not included in the page limitation, but the Resumes, Table of Contents and other Pertinent Publications are included in the page limitation. The Statement of Work shall not exceed 3 pages, and is included in the technical proposal's 50 page limit.

To ensure that the technical proposal is evaluated strictly on its own merit, no cost information shall be included.

**FORMAT AND CONTENT**

The offeror shall include a technical discussion in the format specified below. This format relates to the technical evaluation criteria found in Section M. Alternate heading names and additional headings may be included as desired.

**1. Cover Sheet.**

A completed and signed cover sheet as per FAR 52.215-1 shall be used. The title of the proposed effort should be concise and descriptive of the work to be performed.

**2. Public Abstract.**

This section shall contain a concise public abstract of no more than 500 typewritten words clearly stating the objectives of the proposed research, the title of the project, methodology, sponsoring organization(s), and time frame. Not more than two 8 1/2 by 11 inch diagrams may be included with the abstract. The abstract is to provide an overview of the proposed project objectives. It is a stand-alone document. This abstract may be released to the public by DOE in whole or in part at anytime. It is therefore required that it shall not contain proprietary data or confidential business information. The offeror shall indicate a point of contact for coordination, preparation and distribution of press releases.



3. Table of Contents.

In order to produce a comprehensive application for this solicitation, the offeror should address, at a minimum, the areas listed below. To help facilitate the review process and to insure addressing all the review criteria, the offeror shall use the following Table of Contents when preparing the technical application.

4. Technical Discussion.

a. APPLICABILITY OF THE TECHNOLOGY

- (1) Understanding of the Site Need and Applicability
- (2) Maturity and Description of the Technology
- (3) Prior Uses of Proposed Technology

b. POTENTIAL BENEFITS OF THE TECHNOLOGY AND UNDERSTANDING OF TECHNICAL AREA

- (1) Description of the Potential Benefits of the Technology
- (2) Understanding of the Technical Area and Competing Technologies
- (3) Ability to Measure and Quantify Performance
- (4) Success Criteria Description of the Technology Demonstration

c. TECHNICAL APPROACH – PHASE I – PROOF OF PRINCIPLE COLD DEMONSTRATION (FOR ALL TECHNOLOGIES)

- (1) Technology Demonstration Methodology
- (2) Development of Statement of Work
- (3) Demonstration Logistics and Issues
- (4) Schedule Requirements
- (5) Labor Hours and Staffing

d. TECHNICAL APPROACH – PHASE II – PROOF OF PRINCIPLE ACTUAL WASTE DEMONSTRATION (FOR DECONTAMINATION TECHNOLOGIES)

- (1) Technology Demonstration Methodology
- (2) Development of Statement of Work (Phase II Demonstration Section)
- (3) Demonstration Logistics and Issues
- (4) Schedule Requirements
- (5) Labor Hours and Staffing

e. PROJECT MANAGEMENT, EXPERIENCE, AND COMMITMENT

- (1) Project Management and Organization
- (2) Previous Experience
- (3) Motivation and Commitment

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This section shall contain the major portion of the Technical Proposal. It shall clearly address each of the Technical Proposal evaluation criteria in Part IV -- Section M, and at a minimum cover the factors listed below.

*Note: It is critical that the offeror's Technical Discussion clearly address each 'element' cited herein; these elements are structured to correlate one-to-one with the weighted evaluation criterion given in Section M of this solicitation. Failure to comprehensively address any element can adversely impact the favorable evaluation of your technical proposal.*

### 1. GENERAL.

- a. Volume II, Technical Proposal, consists of the Offeror's outline demonstrating the reasonableness, completeness, and merit of its approach to the technical management aspects of the solicitation.
- b. In order that the Technical Proposal may be evaluated strictly on its own merit, no cost information shall be included in the Technical Proposal.
- c. The proposed Statement of Work should reflect the requirements and objectives of the work to be performed; therefore, repeating the Statement of Work without sufficient elaboration will not be acceptable.
- d. The Technical Proposal shall not exceed 50 pages. For interpretation of page guidelines, Provision L.19, Proposal Preparation Instructions--General. Note that the Statement of Work, Resumes, and other Pertinent Publications are included in the 50-page limitation.

### 2. SPECIFIC.

#### a. Applicability of the Proposed Technology

The Offeror shall provide a description of the proposed technology, its intended use in the Savannah River Site waste operations, and the identification of the perceived project need, application, and problem addressed.

The Offeror shall discuss the state of maturity of the proposed technology. The proposed technology shall be ready for demonstration. This demonstration will serve as one of the few remaining steps in commercializing the technology and deploying the technology in the Department of Energy complex and in the private sector.

The Offeror shall provide a clear description of the project objectives and expected performance of the proposed technology in an ongoing Department of Energy waste management project.

The Offeror shall discuss any prior use and results of the proposed technology, and discuss if the proposed technology is currently being used in the Department of Energy complex for other applications.

b. Potential Benefits of the Proposed Technology and Understanding of the Technical Area

The Offeror shall describe the potential benefits of the proposed technology in terms of anticipated performance over competing technologies. Supporting performance data shall be provided to substantiate the claims of the benefits. The Offeror shall detail the potential advantages, benefits, or improvements of their proposed technology, when compared to competing technologies, with respect to the areas described below:

- Lower life cycle costs
- Lower health and safety risks to the worker and the public
- Lower risks for detrimental impact to the environment
- Reduced quantity of waste materials requiring disposal
- Reduced amount of secondary waste generated
- Reduced hazard level and category of waste
- Possesses ability to meet regulatory requirements

The Offeror shall demonstrate an understanding of current technologies that could potentially compete with the proposed technology. The Offeror shall compare the proposed technology with competing technologies. The Offeror shall discuss the deficiencies of competing technologies and how its proposed technology will overcome these deficiencies.

The Offeror shall discuss its ability to measure performance of the proposed technology and discuss how it intends to quantify potential benefits based on the field demonstration. These measurements will include, but will not be limited to, production rate, time savings, safety aspects, training requirements, equipment mobilization and demobilization requirements, utility requirements, size of work crew, work crew experience and education requirements, hazardous waste generation, and technology maintenance requirements. For decontamination technologies, these measurements will also include radiation dose, as low as reasonably achievable aspects, equipment decontamination requirements, and nuclear or mixed waste generation requirements.

c. Technical Approach – Phase I (for all proposed technologies)

(1) Process Description

The Offeror shall provide a description of the process and the operating conditions to be used for the demonstration. The Offeror shall describe the introduction of designated materials into the system and their roles in the process. The Offeror shall describe the handling and disposal of the generated waste.

(2) Process Requirements

The Offeror shall discuss its proposed approach for demonstrating its proposed technology, including identification of relevant technical, regulatory, environmental, economic, production, or other significant issues. The Offeror shall describe plans as they relate to commercialization of the proposed technology.

The Offeror shall demonstrate proof of principle that the technology can destroy the organics.

The Offeror shall demonstrate proof of principle that an acceptable waste form can be produced for any generated waste.

The Offeror shall identify any materials that the process cannot accept.

(3) Process Statement of Work

The Offeror shall provide a Statement of Work, which divides the work into logical tasks and subtasks necessary to accomplish the project objectives. (See Part II, Section J, Attachment A4 for Statement of Work instructions.) The Statement of Work shall not exceed four pages; it will count toward the 50-page technical proposal limitation. The Offeror shall provide a clean description of the work to be performed under each task. The Statement of Work shall be written in active voice and shall contain necessary and sufficient information to estimate the cost of the work.

(4) Process Logistics

The Offeror shall discuss the logistics of the proposed demonstration and actual deployment, and shall identify potential issues and proposed solutions including, but not limited to, transportation issues; special utility requirements (power, water, natural gas, other gases); and waste generation and disposal issues.

The Offeror shall provide a list of all chemicals including organic solvents, halogenated materials, and Resource Conservation and Recovery Act listed materials that will be used in, or may be generated by, the demonstration. The Offeror shall address the safety issues in handling the chemicals and in handling the generated waste.

The Offeror shall prepare a surrogate waste matrix representative of the Savannah River Site waste stream.

The Offeror can request any additional additives that the Offeror believes should be tested to demonstrate the process in the Test Plan.

(5) Project Schedule

The Offeror shall provide a discussion regarding scheduling of the technology demonstration and the flexibility to meet the schedule of the specific need of the Savannah River Site.

(6) Project Team

The Offeror shall provide a table listing the essential labor hours and labor categories (engineering, manufacturing, scientific, technician, analytical, and clerical) required for the demonstration activity. It is not sufficient to merely indicate a certain numbers of hours; a determination as to why that number is required. In addition, the hours shall be related to the specific tasks to be performed and, as far as possible, shall indicate the job disciplines and classifications (engineering, manufacturing, scientific) under each class. The Offeror shall detail labor hours and labor categories for any proposed subcontracting or consulting effort for each task. It should also indicate the extent to which the Offeror has previously worked with the proposed consultant or subcontractor. No pricing information shall be included in the Technical Proposal. The Offeror shall explain the purpose of the subcontract or consulting effort.

(7) Project Documentation

The Offeror shall provide documentation of the analysis results.

(8) Project Conceptual Design

The Offeror shall provide a Pre-conceptual Design and Description of a proposed 1/5<sup>th</sup> scale or larger system that would fully implement the process.

d. Technical Approach – Phase II (Optional) (for decontamination technologies)

(1) Process Description

The Offeror shall provide a description of the process and the operating conditions to be used for the demonstration. The Offeror shall describe the introduction of designated materials into the system and their roles in the process. The Offeror shall describe the handling and disposal of the generated waste.

(2) Process Requirements

The Offeror shall meet with the Savannah River Site to establish concurrence on performance expectations for the demonstration project. The final list of performance requirements based on the enclosed requirements and refined through discussions and interpretations shall be documented and submitted. The Savannah River Site personnel will review, comment on, negotiate, and approve the Requirements List.

The Offeror shall discuss its proposed approach for demonstrating its proposed technology, including identification of relevant technical, regulatory, environmental, economic, production, or other significant issues.

The Offeror shall participate in a thorough analysis for performance versus the functional and operation requirements, an evaluation of process operating limits, and all the design modifications implemented during testing or recommended based on test results.

The Offeror shall demonstrate proof of principle that an acceptable waste form can be produced for any generated waste.

The Offeror's process shall be able to treat the actual waste stream. After treatment and stabilization, the final waste form must meet the requirements of the TRUPACT-II Safety Analysis Report, Revision 18, Section 5. Waste forms are to contain no more than five weight percent total hydrogenous organic matter as determined by a total organic carbon analytical procedure adapted to the waste matrix. In addition, the waste form can contain no more than one weight percent of any one organic constituent. The waste form shall meet the classification of a solid inorganic waste type II.1 or type II.2. As specified in Section 5.2.4 of the TRUPACT-II Safety Analysis Report, materials and chemicals which could occur in tract quantities (less than one weight percent) in the waste are listed by reactive group or individually in Tables 5.1 through 5.6.

(3) Process Documentation

The offer shall prepare these documents:

- Evidence showing prior nuclear experience.
- Evidence showing process design capabilities for the mechanical and electrical design of the complete process system from input feed to output stabilization and to effluent controls and monitors.
- Evidence showing capabilities to obtain the required permits.
- Evidence showing capabilities to prepare safety documentation.

(4) Process Equipment

The Offeror shall design and fabricate the test equipment to be used in the demonstration. This test equipment shall be functional in a glovebox that is to be used for the test. The Offeror shall establish a definitive set of design criteria based upon specific requirements. The Savannah River Site personnel will review, comment on, negotiate, and approve the design criteria. The design shall consist of process flow sheets, the identification of generated waste streams, and the identification of required site installation support. The design must satisfy applicable Department of Energy and Savannah River Site design criteria. The design should take into account the glovebox workspace constraints described in Attachment A1.

The Offeror shall transport the test equipment to the Savannah River Site and assist in setting up the equipment in the glovebox. The Offeror shall transport required chemicals and materials to the Savannah River Site and assist in setting up the process so that they are ready for use on the glovebox.

(5) Process Statement of Work

The Offeror shall provide a Section 4 to the Statement of Work, which divides the work into logical tasks and subtasks necessary to accomplish the project objectives. (See Part II, Section J, Attachment I for Statement of Work instructions.) The Statement of Work shall not exceed four pages in length; it will count toward the 50-page technical proposal limitation. The Offeror shall provide a clean description of the work to be performed under each task. The Statement of Work shall be written in active voice and shall contain necessary and sufficient information to estimate the cost of the work.

(6) Process Logistics

The Offeror shall discuss the logistics of the proposed demonstration and actual deployment, and shall identify potential issues and proposed solutions including, but not limited to, transportation issues; facility access issues due to size of equipment; special utility requirements (power, water, natural gas, other gases); waste generation and disposal issues; and decontamination of the equipment after the use in the demonstration.

The Offeror shall provide a list of all chemicals including organic solvents, halogenated materials, and Resource Conservation and Recovery Act listed materials that will be used in, or may be generated by, the demonstration. The Offeror shall address the safety issues in handling the chemicals and in handling the generated waste.

The Offeror shall prepare a surrogate waste matrix representative of the Savannah River Site waste stream.

The Offeror will be responsible for providing necessary information and working with the Savannah River Site in the required assessments what will find the proposed technology acceptable for the Savannah River Site operation. The following activities will be done:

- Perform National Environmental Protection Act reviews.
- Obtain air exemptions – hazardous and radiological (if necessary).
- Adapt test procedures and requirements to achieve as low as possible radiation exposure.
- Resolve Unreviewed Safety Questions.
- Perform Process Hazards Review.

(7) Project Test Planning and Execution

The Offeror shall demonstrate the operation of the equipment under process conditions using representative waste at the Offeror's site. This demonstration shall include finalized procedures to verify the system will operate as intended per the design requirements and test procedures. Upon completion, the Savannah River Site personnel will conduct a readiness to operate, prior to proceeding to Phase II testing (for decontamination processes) at the Savannah River Site.



(8) Project Schedule

The Offeror shall provide a tentative schedule of the events after the Offeror's system arrives at the specific site to mobilize, demonstrate, and demobilize the technology.

The Offeror shall provide a discussion regarding scheduling of the technology demonstration and the flexibility to meet the schedule of the specific need of the Savannah River Site.

(9) Project Team

The Offeror shall provide a table listing the essential labor hours and labor categories (engineering, manufacturing, scientific, technician, analytical, and clerical) required for the demonstration activity. It is not sufficient to merely indicate a certain numbers of hours; a determination as to why that number is required. In addition, the hours shall be related to the specific tasks to be performed and, as far as possible, shall indicate the job disciplines and classifications (engineering, manufacturing, scientific) under each class. The Offeror shall detail labor hours and labor categories for any proposed subcontracting or consulting effort for each task. It should also indicate the extent to which the Offeror has previously worked with the proposed consultant or subcontractor. No pricing information shall be included in the Technical Proposal. The Offeror shall explain the purpose of the subcontract or consulting effort.

(10) Project Test Planning and Execution

The Offeror shall prepare a draft Test Plan. The Savannah River Site personnel will review, comment on, negotiate, and approve the Test Plan. The Test plan shall describe the process and shall outline the strategy of how the testing supports the completion of all project goals. The Test Plan will include the purpose, sequence, and scheduling of all tests, the data to be gathered including any specialized analytical techniques, the expected outcomes, and the potential alternatives to be applied if the test results are not as expected. Tests shall be staged to prove the process capabilities in a logical sequence, and alternatives must include the option to terminate testing based on results that indicate the process cannot perform to meet expectations. The Test Plan will include sufficient detail to support review of how the data will be taken, how the data will be validated, and how the analysis will support definitive evaluation of all performance requirements.

The Offeror shall prepare a Test Procedure that can be used by assigned Savannah River Site personnel to conduct the test. The Savannah River Site personnel will review, comment on, negotiate, and approve the Test Procedure.

The Offeror shall oversee tests at the Savannah River Site and shall provide the necessary support functions in accordance with the approved Test plan and all health, safety, and environmental documentation. The Savannah River Site personnel will conduct the test.

(11) Project Waste Disposal Planning and Execution

The Offeror shall provide a Waste Disposal Plan, (Savannah River Site personnel will review, comment on, negotiate, and approve the plan.) The Waste Disposal Plan shall provide for the complete removal and disposition of the waste materials in accordance with Savannah River Site requirements. The Offeror will oversee the disposal of the generated wastes using an approved plan and the associated procedures. There is a high activity drain in the glovebox where testing will be performed. New wastes not previously disposed to the drain system must be checked for compatibility with normal waste chemicals before introducing the waste to the drain.

The amount of flush liquid introduced into the system must be held to a minimum but should be enough to ensure that the waste is washed into the collection header, thereby preventing accumulation of corrosive materials in the system. Chemical wastes shall be adjusted to a pH of less than 4 prior to disposal. Halogen compounds readily attach the stainless steel drain. Concentrated (more than 0.01 molar) hydrofluoric acid must be complexed with a minimum of two times excess molar quantities of aluminum nitrate or other appropriate complexant. Hydrochloric, hydrobromic, and hydroiodic acids must be neutralized to a pH of more than 2 and less than 4 prior to disposal in the drain system.

Visible solids cannot be discarded into the drain. Organic waste that is not soluble in water is prohibited from the drain. Wastes determined to be hazardous as defined in the Resource Conservation and Recovery Act regulations shall not be disposed to the drain.

(12) Project Decommissioning Planning and Execution

The Offeror shall prepare a Decommissioning Plan for the test equipment (Savannah River Site personnel will review, comment on, negotiate, and approve the plan.) The Decommissioning Plan shall provide for complete removal and disposition of all equipment and materials in accordance with the Savannah River Site requirements. The Offeror will oversee the decommissioning of the equipment using an approved plan and the associated procedures.

e. Project Management, Experience, and Commitment

The Offeror shall describe relevant technical and management experience, availability of proposed personnel on the project including subcontractors, and prior experience in managing projects similar in type, technology, size, and complexity.

The Offeror shall discuss its experience in equipment mobilization and demobilization, and involvement in field testing of the proposed technology. The Offeror shall provide a project organization structure and the lines of authority, both technical and administrative, and the relationship of the proposed demonstration effort. Resumes of key personnel should be provided and included in Appendix 2.

The Offeror shall discuss their commitment to demonstrate and deploy its proposed technology including a discussion of anticipated cost sharing of the proposed technology demonstration.

The Offeror shall discuss their motivation of the organization for being involved in the proposed effort including plans and commitment to commercialize and deploy the technology.

The Offeror shall discuss any outside commitments, which might conflict with performance of this project. The Offeror shall indicate their degree of ownership and control of the technology. The Offeror shall discuss the existence of any licenses, patents, royalties, or intellectual property rights, which could impact future use of the technology by the Department of Energy and others.

D. TECHNICAL EXCEPTIONS AND DEVIATIONS

E. APPENDICES

1. STATEMENT OF WORK ATTACHMENT.
2. RESUMES.
3. ADDITIONAL PERTINENT PUBLICATIONS/PAST PERFORMANCE REVIEWS/LETTERS OF ACCOMMODATION (if any)

**L.24 PREPARATION INSTRUCTIONS: VOLUME III - COST PROPOSAL**

- A. Format and Content. Volume III - Cost Proposal shall consist of the offeror's estimated costs to perform the desired work as set forth in the SOW. Since the Cost Proposal shall be 1) evaluated to determine cost realism and the offeror's understanding of the magnitude of effort and 2) used as the basis for any necessary cost negotiation, the Cost Proposal shall be accurate, complete, and well documented. As prescribed by FAR 52.215-20 with Alternate 1, the offeror shall submit cost or pricing data and supporting attachments in accordance with the Cost Proposal Preparation Instructions/Format provided herein (see Section J, Attachment H to the solicitation).

**L.25 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION OTHER THAN COST OR PRICING DATA. (OCT 1997) -- ALTERNATE I (OCT 1997)**

- (a) Exceptions from cost or pricing data.

- (1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following subparagraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.
- (i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.
- (ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include--
- (A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

- (B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;
  - (C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.
- (2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.
- (b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:
- (1) The offeror shall submit cost or pricing data and supporting attachments in the format prescribed in Section J, Attachment H.
  - (2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

**L.26 952.227-84 NOTICE OF RIGHT TO REQUEST PATENT WAIVER (FEB 1998)**

Offerors have the right to request a waiver of all or any part of the rights of the United States in inventions conceived or first actually reduced to practice in performance of the contract that may be awarded as a result of this solicitation, in advance of or within 30 days after the effective date of contracting. Even where such advance waiver is not requested or the request is denied, the contractor will have a continuing right under the contract to request a waiver of the rights of the United States in identified inventions, i.e., individual inventions conceived or first actually reduced to practice in performance of the contract. Domestic small businesses and domestic nonprofit organizations normally will receive the patent rights clause at DEAR 952.227-11 which permits the contractor to retain title to such inventions, except under contracts for management or operation of a Government-owned research and development facility or under contracts involving exceptional circumstances or intelligence activities. Therefore, small businesses and nonprofit organizations normally need not request a waiver. See the patent rights clause in the draft contract in this solicitation. See DOE's patent waiver regulations at 10 CFR part 784.

**L.27 INFORMATION OF AWARD (NOV 1997)**

Written notice to unsuccessful offerors and contract award information will be promptly released in accordance with DOE regulations applicable to negotiated acquisitions.

**L.28 DISPOSITION OF SOLICITATION MATERIALS AND PROPOSALS (FEB 1998)**

Drawings, specifications, and other documents supplied with the solicitation may be retained by the offeror (unless there is a requirement for a document to be completed and returned as a part of the offer).

Offeror's Proposals will not be returned (except for timely withdrawals).

**L.29 52.233-2 SERVICE OF PROTEST. (AUG 1996)**

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

Raymond D. Johnson  
Contracting Officer  
U.S. Department of Energy  
National Energy Technology Center  
P.O. Box 10940  
Pittsburgh, PA 15236-0940

- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

**L.30 952.233-2 SERVICE OF PROTEST. (APR 1995)**

- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585 Fax: (202) 586-4546.

**L.31 952.233-4 NOTICE OF PROTEST FILE AVAILABILITY. (SEP 1996)**

- (a) If a protest of this procurement is filed with the General Accounting Office (GAO) in accordance with 4 CFR Part 21, any actual or prospective offeror may request the Department of Energy to provide it with reasonable access to the protest file pursuant to FAR 33.104(a)(3)(ii), implementing section 1065 of Public Law 103-355. Such request must be in writing and addressed to the contracting officer for this procurement.
- (b) Any offeror who submits information or documents to the Department for the purpose of competing in this procurement is hereby notified that information or documents it submits may be included in the protest file that will be available to actual or prospective offerors in accordance with the requirements of FAR 33.104(a)(3)(ii). The Department will be required to make such documents available unless they are exempt from disclosure pursuant to the Freedom of Information Act. Therefore, offerors should mark any documents as to which they would assert that an exemption applies. (See 10 CFR part 1004.)

**L.32 952.233-5 AGENCY PROTEST REVIEW. (SEP 1996)**

Protests to the Agency will be decided either at the level of the Head of the Contracting Activity or at the Headquarters level. The Department of Energy's agency protest procedures, set forth in 933.103, elaborate on these options and on the availability of a suspension of a procurement that is protested to the agency. The Department encourages potential protesters to discuss their concerns with the contracting officer prior to filing a protest.

## **SECTION M - EVALUATION FACTORS FOR AWARD**

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## **SECTION M - EVALUATION FACTORS FOR AWARD**

### **M.1 GENERAL (MAR 1998-R)**

Proposals will be evaluated in accordance with applicable DOE acquisition policies and procedures. Evaluation will be performed to determine: 1) the offeror's understanding of work to be performed, 2) technical approach, 3) potential for completing the work as specified in the solicitation, 4) cost reasonableness, 5) the probable cost to the Government, and 6) ranking with competing offerors.

The proposal preparation instruction contained in Section L of this solicitation are designed to provide guidance to the Offeror concerning the criteria that will be used to evaluate proposals.

Award will be made to that responsible offeror(s), whose offer(s), conforming to this solicitation, is (are) considered most advantageous to the Government, considering the Evaluation Criteria in this Section M.

### **M.2 EVALUATION CRITERIA (MAY 1999-R)**

#### **(a) Volume I - Offer and Other Documents**

This volume will not be point scored, but rather will be evaluated on a 'pass/fail' basis (1) to ascertain the offeror's responsiveness in complying with the documentation requirements for Volume I - Offer and Other Documents, and (2) to determine the business management performance potential of the offeror, specifically, the offeror's identification of 'management systems and controls' and the manner in which they will be employed to ensure a well-planned, coordinated and controlled project that can be performed within time and budget constraints; some examples of management systems would be purchasing systems, accounting systems, property management systems, human resource management systems (i.e., organization lines of authority, responsibility), project management systems, etc.

1. *Contract*. The 'contract' will be reviewed for accuracy and completeness for the information required to be provided by the offeror, e.g.:
  - (i) areas in the 'model contract' which have clearly identified 'to be filled in by the offeror' are complete and the SF33 has been executed by an authorized individual of the submitting organization.
  - (ii) the *offeror's* Statement of Work is incorporated as Attachment A to Part III, Section J;
  - (iii) property requirements (contractor acquired or government furnished), if any, have been identified on Attachments C and D to Part III, Section J;

- (iv) a “Small/Small Disadvantaged or Women-Owned Business Subcontracting Plan” has been provided as Attachment E to Part III, Section J, unless the offeror is exempt (i.e., small business status);
  - (v) fully executed *Representations, Certification and Other Statements of the Offeror* are included for the offeror and each team member/subcontractor;
  - (vi) a summary of ‘exceptions and deviations taken or general assumptions made, if any, with respect to the model contract is provided.
2. *Business and Management Discussion.* The offeror’s proposal will be evaluated to assess the degree of corporate commitment, the suitability of proposed teaming relationship/interrelationships, and the offeror’s access to necessary resources, and utilization of key management systems to minimize performance risk.

(b) Volume II - Technical Proposal

Technical aspects of proposals will be evaluated (numerically scored) in accordance with the following criteria which are listed in descending order of importance.

The following criteria will be used to evaluate the reasonableness, completeness, merit, and relevance of the Offeror’s technical proposal to successfully perform the solicitation requirements.

***EVALUATION CRITERIA***

**CRITERION 1 -- Applicability, Understanding, and Performance Requirements ..... (40 %)**

- Degree to which the proposed technology or methodology provides solutions to the project need, application, and problem being addressed. The offeror’s understanding of the objectives as evidenced by the assessment of the reason for the proposed work.
- Demonstrated maturity level of the proposed technology relative to being fully ready for a 1/5th-scale production process demonstration in an actual waste management project.
- Evidence that lessons learned from past technology performance were used to help identify problems and uncertainties
- Ability to treat the surrogate waste matrix in the first year – mature technology with no additional research and development needed.

- Ability to treat the full matrix of organic debris and contaminants.
- Process ability to accept (tolerate or treat) the full suite of materials – bottles, cans, metals, ceramics, and other solid objects.
- Ability to treat the waste to meet the Waste Isolation Pilot Plant transportation and disposal requirements
- Ability to provide essentially absolute containment
- Understanding of current competing technologies, and their deficiencies.
- Ability of the offeror to measure the performance of the proposed technology and to quantify the benefits based on the completed demonstration.

**CRITERION 2 -- Technical Approach -- Simplicity ..... (40 %)**

- Soundness and completeness of the proposed Statement of Work including a preliminary test plan for the demonstration of the proposed technology.
- Identification of potential issues and proposed resolution of the issues, including, but limited to, transportation issues, facility access issues due to size of equipment, special utility requirements, waste generation and disposal, and decontamination of equipment.
- Compatibility of the proposed schedule with the requirements of the project and applicable site.
- Reasonableness and appropriateness of staffing requirements for the demonstration activity.
- Technical soundness of the project approach to demonstrate the efficacy of the technology.
- Ability to use the developed data to prove the offeror's claims.
- Reasonableness and completeness of the schedule and budget estimates for the scope of work.
- Completeness of the definition of the potential technical and schedule problems.
- Demonstrated simplicity as measured by number of readily controlled process steps and the avoidance of extreme process conditions.

- Demonstrated simplicity in minimizing pretreatment for proposed technology (shredding, sorting, and segregation).
- Demonstrated simplicity in minimizing post treatment for proposed technology (conditioning and stabilization).
- Discussion of reasonableness and completeness of the preconceptual design – minimizing the use of exotic materials, minimizing the use of complicated containment methods, maximizing the use of process conditions that return to stable state when feed is stopped.

**CRITERION 3 -- Project Management, Experience, and Commitment . (20 %)**

- Pertinent evidence in involvement in field testing of the proposed technology.
- Evidence of experience working with radioactive materials.
- Evidence of experience working with plutonium-238.
- Demonstrated technical and management experience.
- Demonstrated availability of personnel for the project.
- Demonstrated prior experience in managing projects similar in type, technology, size, and complexity.
- Motivation for being involved in proposed effort and evidence of commitment to demonstrate proposed technology.
- Willingness and ability to commercialize and deploy the proposed technology following a successful demonstration.

**(c) Volume III - Cost Proposal**

1. The cost proposal will not be point, assigned a numerical weight, or adjectivally rated. The cost proposal will be evaluated in accordance with the following criteria:
  - (i) Offeror's understanding of the requirements.
  - (ii) Reasonableness and accuracy.
  - (iii) Cost Realism and appropriateness of cost.
  - (iv) Evaluated probable cost to the Government including any options.
  - (v) The extent of cost sharing (Phase I and Phase II).

2. If as a result of the technical evaluation and the application of the cost evaluation criteria, two or more proposals are considered to be essentially equal, the percentage of cost share relative to the proposed cost may be the deciding factor in making the selection for award.
3. Selection of an offeror for award may involve a determination as to whether an otherwise technically superior proposal is worth any additional cost.

### **M.3 OVERALL RELATIVE IMPORTANCE OF EVALUATION CRITERIA (NOV 1997)**

The technical proposal is of greater importance than the cost proposal. However, if, after evaluation of the technical and cost proposals, two or more competing overall proposals are within the competitive range, evaluated probable cost to the Government, and the degree of cost participation (Phase I and Phase II), may be the deciding factor for selection, depending on whether the most acceptable overall proposal (excluding cost consideration) is determined to be worth the cost differential, if any. The offer and other documents proposal is to be evaluated for adequacy and compliance with the solicitation.

### **M.4 APPLICATION OF PROGRAM POLICY FACTORS AND SELECTION (OCT 1998-R)**

#### **(a) Program Policy Factors**

These factors, while not indicators of the proposal's merit, e.g., technical excellence, cost, proposer's ability, etc., may be essential to the process of selecting the proposal(s) that, individually or collectively, will best achieve the program objectives. Such factors are often beyond the control of the offeror. Proposers should recognize that some very good proposals may not receive an award because they do not fit within a mix of projects which maximizes the probability of achieving the DOE's overall research and development objectives. Therefore, the following Program Policy Factors may be used by the Source Selection Official to assist in determining which of the ranked proposal(s) shall receive DOE funding support.

- It may be desirable to select project(s) for award that represent a diversity of technologies, methods, or approaches.
- It may be desirable to select project(s) for award of less technical merit than other project(s), if such a selection will optimize use of available funds by allowing more projects to be supported while not being detrimental to the overall objectives of the program.
- It may be desirable to select project(s) for award considering the impact of regulatory (siting and permitting) issues.

- It may be desirable to select project(s) for award to diversify the demonstration of the proposed technologies among multiple demonstration sites.
- It may be desirable to support complementary and/or duplicative efforts or projects, which, when taken together, will best achieve the research goals and objectives;
- It is desirable that different kinds and sizes of organizations be selected for award in order to provide a balanced programmatic effort and a variety of different technical perspectives;
- It is desirable, because of the nature of the energy source, the type of projects envisioned, or limitations of past efforts, to select for award a group of projects with a broad or specific geographic distribution.

The above factors will be independently considered by the Source Selection Official in determining the optimum mix of proposals that will be selected for support. These policy factors will provide the Source Selection Official with the capability of developing, from the competitive procurement, a broad involvement of organizations and organizational ideas, which both enhance the overall technology research effort and upgrade the program content to meet the goals of the DOE.

(b) Selection

The Source Selection Official will select a mix of proposals for award from the finding(s) established by the proposal evaluation panel. The Source Selection Official will take into account the relative technical, environmental, and business and management and cost rankings as well as applicable program policy factors in determining which proposal(s) will best satisfy program objectives.